

**TITLE:** Professional and Administrative Management Support

The Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to provide technical assistance, research and analysis, reporting, writing, development and delivery of training, and logistical and administrative support to assist the Employment and Training Administration in improving the quality of services to its customers, and building and operating a high-performance workforce development system nationally.

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

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

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

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

Solicitation Number:	DOL051RP20055
Issue Date:	TBD
Due Date:	TBD
Time:	2:00 p.m. EST
Program Office:	1630
Contracting Officer:	Keith A. Bond
Contact Point:	Jillian Matz
Phone:	202-693-3315
Fax:	202-693-3864
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 WordProcessing and Adobe PDF format):

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

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF 1	PAGES ?
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DOL051RP20055	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER JLM
7. ISSUED BY U. S. Department of Labor/ETA Division of Contract Services 200 Constitution Avenue, NW Room N4655 Washington DC 20210		CODE ETA	8. ADDRESS OFFER TO (If other than Item 7) U.S. Department of Labor/ETA Division of Contract Services 200 Constitution Avenue, NW Room N4655 Washington DC 20210		

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

### SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 2:00 p.m. EST local time TBD (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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	H	SPECIAL CONTRACT REQUIREMENTS					

### 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. 202-693-3315		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (5 )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) U.S. Department of Labor, ETA Division of Contract Services 200 Constitution Avenue, NW Room N4655 Washington, DC 20210	CODE	25. PAYMENT WILL BE MADE BY U.S. Department of Labor/ETA Division of Accounting 200 Constitution Avenue, NW Room N4702 Washington DC 20210	CODE ETA
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

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

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Title: Professional and Administrative Management Support

The purpose of this project is to competitively select up to thirty (30) contractors to provide technical assistance, research and analysis, report-writing, development and delivery of training, and logistical and administrative support to assist the Employment and Training Administration in improving the quality of services to its customers, and building and operating a high - performance workforce development system nationally.

Solicitation No. is DOL051RP20055.

Period of Performance is 12 months (base year) from the date of contract execution by the government with four (4) 1-year options to extend at the discretion of the government.

This solicitation is a Partial Small Business Set-Aside. It is anticipated that up to 30 contracts will be awarded under this solicitation. Approximately 18 contracts will be awarded to small businesses and 12 contracts awarded to large businesses and non-profit entities. The North American Industry Classification System (NAICS) Code that determines small business eligibility under this RFP is 541611, with a \$6 million size standard (small businesses only). Included in the small business awardees will be at a minimum one Hub Zone certified contractor and at a minimum one Service Disabled Veteran contractor. Please be advised that the Government reserves the right to change the number of awards to small and large businesses.

Please be advised that large businesses submitting proposals under this solicitation must submit a small business subcontracting plan pursuant to FAR 52.219-9. The Contracting Officer will determine **large businesses who fail to include a subcontracting plan in their proposal technically unacceptable and eliminated from the competition.**

Pursuant to FAR 52.215-1 Instructions to Offerors-Competitive Acquisition ((f) (4) Contract Award), if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Indefinite Quantity/task order type contracts are contemplated being awarded under this solicitation. Pursuant to FAR Subpart 16.505(b), the Contracting Officer will provide at least three (3) contract awardees a fair opportunity to be considered for each task order exceeding \$2,500 issued under this award.

**The incumbent contractors under this solicitation are:**

**Hub Zone Awardees**

**Alliance of Workforce Investment** of El Paso, Texas

Award - \$46,826

Contract No. AF-12538-02-30

Total Amount of Award inclusive of options: \$646,785

**Affordable Supply Company (ASCO)** of Washington, D.C.

Award - \$46,826

Contract No. AF-12541-02-30

Total Amount of Award inclusive of options: \$1,496,896

**Large Business Awardees**

**The Urban Institute of Washington, D.C.**

Award - \$222,500

Contract No. AF-12536-02-30

Total Amount of Award inclusive of options: \$1,165,839

**Technology Management Services, Inc. of Gaithersburg, Maryland**

Award - \$2,500

Contract No. AF-12535-02-30

Total Amount of Award inclusive of options: \$57,408

**Development Associates, Inc. of Arlington, Virginia**

Award – \$502,500

Contract No. AF-12548-02-30

Total Amount of Award inclusive of options: \$752,500

**DTI Associates of Arlington, Virginia**

Award – \$712,500

Contract No. AF-12546-02-30

Total Amount of Award inclusive of options: \$5,996,358

**KPMG of Washington, D.C.**

Award - \$2,500

Contract No. AF-12534-02-30

Total Amount of Award inclusive of options: \$552,491

**Mathematica Policy Research of Washington, D.C.**

Award - \$2,500

Contract No. AF-12540-02-30

Total Amount of Award inclusive of options: \$5,042,357

**Jobs for the Future of Boston, Massachusetts**

Award – \$2,500

Contract No. AF-12537-02-30

Total Amount of Award inclusive of options: \$100,000

**Manpower Demonstration Research Corporation (MDRC) of New York, New York**

Award – \$227,500

Contract No. AF-12527-02-30

Total Amount of Award inclusive of options: \$225,000

**KRA Corporation of Silver Spring, Maryland**

Award - \$447,500

Contract No. AF-12544-02-30

Total Amount of Award inclusive of options: \$3,449,518

**Public/Private Ventures of Philadelphia, Pennsylvania**

Award - \$262,500

Contract No. AF-12532-02-30

Total Amount of Award inclusive of options: \$3,111,778

**Small Disadvantaged Business Awardees****Research and Evaluation Associates of Chapel Hill, North Carolina**

Award - \$560,500

Contract No. AF-12543-02-30

Total Amount of Award inclusive of options: \$4,525,625

**HeiTech Services of Lanham, Maryland**

Award - \$2,500

Contract No. AF-12545-02-30

Total Amount of Award inclusive of options: \$709,884

**Decision Information Resources of Houston, Texas**

Award - \$52,500

Contract No. AF-12528-02-30

Total Amount of Award inclusive of options: \$5,795,376

**Planmatics, Inc. of Rockville, Maryland**

Award - \$252,500

Contract No. AF-12547-02-30

Total Amount of Award inclusive of options: \$2,222,135

**Small Business Awardees****Capital Research Corporation of Houston, Texas**

Award - \$302,500

Contract No. AF-12531-02-30

Total Amount of Award inclusive of options: \$808,484

**Public Policy Associates of Lansing, Michigan**

Award - \$202,500

Contract No. AF-12530-02-30

Total Amount of Award inclusive of options: \$706,999

**Berkeley Policy Associates of Oakland, California**

Award - \$2,500

Contract No. AF-12529-02-30

Total Amount of Award inclusive of options: \$1,653,171

**Workforce Learning Strategies of Cambridge, Massachusetts**

Award - \$2,500

Contract No. AF-12539-02-30

Total Amount of Award inclusive of options: \$475,000

**Center for Workforce Learning of Avon, Indiana**

Award - \$2,500

Contract No. AF-12533-02-30

Total Amount of Award inclusive of options: \$100,000



Social Policy Research Associates of Oakland, California  
 Award - \$294,000  
 Contract No. AF-12526-02-30  
 Total Amount of Award inclusive of options: \$3,250,070

Technical Assistance and Training Corporation of Washington, D.C.  
 Award - \$1,052,500  
 Contract No. AF-12542-02-30  
 Total Amount of Award inclusive of options: \$6,823,694

**B.1 TIME AND MATERIALS/LABOR HOUR INDEFINITE QUANTITY TYPE SOLICITATION**

The Contracting Officer shall award either firm fixed price or cost reimbursement type task orders. Offerors must submit proposed direct loaded labor hourly rates as outlined below. Offerors must also submitted separate rates for each individual proposed under each labor category. DOL shall reimburse other direct costs separately.

**B.2 SCHEDULE OF DIRECT LABOR HOUR COSTS**

LABOR CATEGORY	Loaded Hourly Rate	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Project Director						
Project Manager						
Senior Research Associate						
Research Associate						
Clerical						

Actual rates proposed for each task order must not exceed those negotiated for the base and each option year. Contractors must receive prior approval from the Contracting Officer prior to exceeding the negotiated rates. Salary escalations must not exceed 3.5% per year. (See J.7 for example of price submission.)

**B.3 MINIMUM-MAXIMUM REQUIREMENT**

During the base year of the contract DOL guarantees that each contractor will receive a minimum \$2,500. However, DOL does not guarantee that contractors will receive any minimum for the option years.

**B.4 RFP CLOSING TIME/REQUEST FOR CLARIFICATION**

Closing time and date are TBD, at 2:00 p.m. local time.

Offerors interested submitting requests for clarification (RFCs) or being placed on a bidders list for the above referenced RFP, please provide the Name and Address of Organization; Telephone Number; and Point of Contact electronically to Jillian Matz at matz.jillian@dol.gov, by 2:00 p.m., TBD. DOL will only accept electronic submission of requests. DOL reserves the right not to provide

an answer to any RFC received after the date stated above. If, however, DOL determines that the RFC raises an issue of significant importance, DOL will answer the question by issuing an amendment to the solicitation.

DOL will not provide any information concerning requests for clarifications in response to telephone calls from offerors. All requests will be answered and will be available to all offerors at <http://www.doleta.gov/sga.rfp.cfm> and [www.fedbizopps.gov](http://www.fedbizopps.gov).

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

### **B.5 REQUEST FOR COMMENT (RFCMT)**

This draft RFP is for comment only. The purpose of the draft RFP is to afford the public an opportunity to comment on any perceived issues with regard to the RFP and to allow the Government the benefit of the public's comments. DOL's purpose in providing an opportunity for the public's comments is to identify potential problem areas or areas that require clarification, and to provide alternative recommendations in order to enhance the success of the requirement. Eligibility in participating in future acquisitions does not depend upon submission of comments. DOL will not critique a potential offerors comments and the RFCMT should not be used by offerors to market their products/services. DOL will not pay for the information solicited or any cost associated with submitting an RFCMT. DOL is not soliciting proprietary information. Offerors should identify information considered proprietary. Offerors must submit comments via email to the Contract Specialist at [matz.jillian@dol.gov](mailto:matz.jillian@dol.gov), or via fax at (202) 693-3846 no later than November 20, 2005. The associated reference is solicitation number DOL051RP20055. DOL plans to release the final formal RFP on or about December 15, 2005.

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

## C.1 INTRODUCTION

The U. S. Department of Labor, Employment and Training Administration (ETA) is soliciting proposals to provide support for those programs authorized under the following statutes: The Workforce Investment Act of 1998 (WIA), Wagner-Peyser Act, Social Security Act, Fitzgerald Act, Trade Act, Older Americans Act, McKinney Act, and other Federal training and employment programs, such as the Family Support Act, Carl D. Perkins Vocational Education Act, Adult Education Act, and Higher Education Act. Services and products under this contract would include technical assistance, training, report writing, presentations, logistical support for meeting and conferences; statistical support and analysis; and short-term research projects to be developed as required by ETA.

## C.2 BACKGROUND

In the United States, most government-sponsored employment and training programs are administered by ETA. There are six major program areas:

1. Training and Employment services for disadvantaged and dislocated workers carried out by Federal, State, and local governments and the private sector under the Workforce Investment Act of 1998.
2. Labor exchange services administered by the public Employment Service-- a Federal-State program under the Wagner-Peyser Act.
3. Unemployment compensation carried out by the Federal Government and States under various authorizing statutes.
4. Promotion and registration of apprenticeship programs under the Fitzgerald Act.
5. Foreign labor certification by the Federal Government under the Immigration and Naturalization Act as amended.
6. Job seeker certification by the Employment Service under the Work Opportunity Tax Credit (WOTC) and Welfare-to-Work Tax Credit programs.

DOL\ETA is responsible for advising the Secretary and Congress on the nation's training and employment policies, programs and systems. ETA has an ongoing need to convene working meetings, conferences, and related activities to conduct the business of the agency.

The critical importance of collaboration with ETA's State and Local partners, stakeholders, and other interested parties, and the need to bring together a wide range of individuals to share their ideas and perspectives on important employment and training issues, have reinforced the importance of having efficient logistical support to assist ETA staff in making the logistical arrangements necessary to successful meetings and conferences.

In addition, ETA is also mandated to provide high quality quantitative and qualitative policy/program analysis, as well as intelligence, on a wide range of employment and training topics. To accomplish this, ETA needs the capability to conduct short-term research projects, for rapid turnaround (e.g., 5 to 10 working days) or for longer-term studies. Future subject areas of concern are not predictable. They will depend on a variety of factors including the policy priorities and concerns of the Administration and of the Secretary of Labor, legislative developments in the Congress, trends in the nation's economy and labor market, and the emergence of issues and pressures among various constituencies of employment and training programs: business, labor, public interest groups, and the academic community. In the recent past, ETA has conducted research and evaluation in a wide range of subject areas, including:

- Programs and initiatives to serve at-risk youth and unskilled adults, dislocated workers, and incumbent workers.

- Efforts to coordinate WIA with other workforce development programs, including vocational and adult education, Welfare-to-Work, Unemployment Insurance (via Worker Profiling and Reemployment Services), and micro enterprise self-employment programs.
- Workplace literacy and other workplace learning initiatives to improve the quality of the American workforce, including work-based competencies (e.g., skill standards).
- Developing Labor Market Information policy and capacity building.
- Designing an employment and training approach to the problem of labor shortages.

### C.3 PURPOSE AND OBJECTIVES

The purpose of this procurement is to competitively select up to thirty (30) contractors to provide technical assistance, research and evaluation, and analysis, report-writing, development and delivery of training, and logistical and administrative support to assist the ETA in improving the quality of services to its customers, and building and operating a high - performance workforce development system nationally. This support capacity will enhance the capacity of the ETA staff to respond quickly and efficiently to conduct working meetings and conferences on a wide range of subjects and to provide sophisticated, well-written analysis of key research topics.

The objectives of this procurement are to obtain timely, high-quality cost efficient logistical support, statistical support, technical research and analysis, and writing services to support ETA programs. The contractor's quick turnaround response and timely execution of contract tasks sufficient to produce the specified deliverables are essential throughout the duration of this contract.

### C.4 OVERALL TASK REQUIREMENTS

All offerors are required to demonstrate the capability to perform the following tasks:

**Task 1: Logistical Support for Working Meetings:** make all logistical arrangements for meetings of committees and working groups sponsored by ETA, as detailed in specific task orders.

This includes making all arrangements in a cost efficient manner, necessary for securing appropriate facilities for the meetings; preparing letters of invitation with travel information and a draft agenda; making travel arrangements for non-Federal meeting participants; conducting advance mail out of packets of materials for attendees; professional facilitation of meeting deliberations; providing up-to-date lists of meeting participants; registration of meeting participants and distribution of papers and other materials at the meetings; and prompt payment of travel vouchers for non-Federal meeting participants. Prior to release, the contractor must submit all materials to the Project Officer for his/her approval.

**Task 2: Meeting Summaries:** prepare meeting summaries of each meeting of a committee or working group.

The contractor shall submit these drafts for initial review by the Project Officer at a time designated by him/her. The contractor shall revise the final meeting summaries incorporating comments received and distribute these summaries to all appropriate individuals.

**Task 3: Logistical Support for Conferences:** make all logistical arrangements for specified conferences sponsored by ETA.

This includes making all arrangements in a cost efficient manner, necessary for securing appropriate facilities for the meetings; the development of brochures, programs, and handouts for the meeting, as needed; advance mail out of packets of conference materials to attendees; providing up-to-date lists of meeting participants; registration and distribution of materials at the conference; making arrangements for audio/visual equipment and technical support to be available as needed during the conference; preparation, distribution, and collection of evaluation forms to determine participants' satisfaction with individual sessions and the conference as a

whole; and prompt payment of travel expenses and consultant fees for non-Federal participants, as needed. All conference-related materials must be submitted in advance for review by the Project Officer.

**Task 4: Reports of Conference Proceedings:** prepare a report of the conference proceedings for each conference after the meeting adjourns, within the time frame designated by the Project Officer.

The contractor submits a draft version of the proceedings for initial review by the Project Officer. Following this review, the contractor shall prepare the final version of the conference proceedings incorporating the comments received and distribute copies to all conference attendees.

**Task 5: Short-Term Research and Evaluation Projects:** conduct short-term analyses of policy issues related to the operation of ETA programs, as specified under each task order.

These projects may include assessment of specific areas in which problems exist, the seriousness of the problems, the implications of taking no action, the changes to be made under current authority, and the costs and benefits of these changes. Conducting these projects will require data collection and substantial analytical capability. This may include the ability to understand and fully utilize databases relevant to employment and training programs, including longitudinal databases. Performing this analysis may require taking into account current and projected economic, demographic, and industrial trends, social factors, evaluation and research findings, policy implications, and political factors. These projects may also require the contractor to arrange and conduct visits to workforce development sites to collect information through informal discussions with service delivery personnel.

**Task 5a: Research and Evaluation Reports.** The contractor shall prepare research and evaluation reports on each research project. The report must include (at a minimum) the following components; a one-page abstract; an executive summary; a review of the relevant literature; a description of the methodology used; an analysis of the data that includes easy-to-understand tables and charts; the major findings of the study and recommendations for action; plus additional background information on methodological issues as needed. The contractor prepares each report in draft and submits it to the Project Officer for review. Following all necessary reviews and approvals, the contractor produces the final version of each report. The contractor also formats the document for posting to the DOL Internet Web site and includes a copy of the report in a Portable Document File (.PDF) format.

**Task 5b: Oral Briefings:** conduct oral briefings with DOL/ETA officials as requested.

**Task 5c: Public Use Files:** prepare public use files containing all relevant data gathered by the contractor. The contractor prepares these files -- stripped of all personal identifiers - at the conclusion of the evaluation and shall submit the files in a format specified in the task order along with sufficient documentation, e.g. data elements, data definitions, to enable the data to be used by DOL for additional analysis.

**Task 6: Statistical and Analytical Support:** provide ETA with statistical and analytical support as specified under each task order.

The major subtasks are to:

- 1) provide the statistical and analytical support necessary to refine and update program models and approaches;
- 2) provide substantial conceptual and analytical work directed toward the development of performance measures including customer satisfaction, modeling techniques, and related approaches;
- 3) provide extensive methodological training for a variety of user groups at the Federal, State and Local level (including service providers), for contractors and/or center operators and outreach, screening and placement contractors;
- 4) provide critical reviews of relevant empirical research and other substantive materials, including proposed new approaches;
- 5) participate on technical work groups (e.g., work groups involved in developing/revising performance measures, reporting systems, etc.);

- 6) examine the feasibility of utilizing various data sources for performance measurement and evaluation purposes including administrative records (e.g., unemployment insurance wage record data);
- 7) develop appropriate formats for client level management information systems. Contractor may be asked to perform other tasks related to those noted above.

**Task 7: Issue Papers:** prepare one or more (if needed) drafts of issue papers of policy and programmatic interest to DOL/ETA. This includes, but is not limited to, the development of analytic papers on: labor market issues and developments relevant to DOL/ETA's scope of responsibilities (e.g., economic issues or developments that influence training and employment programs and social, education, and technological trends with implications for the provision of services); assessments of alternative directions for future labor market policy including specific implications for ETA programs; and assessments of "lessons learned" and "promising practices" for implementing DOL/ETA programs based on synthesis of evaluation and research results.

Following receipt of a request for the paper from the DOL Project Officer, the contractor submits the draft issue papers for initial review within the specified number of working days following receipt of a request for the paper from the DOL Project Officer. Following all necessary reviews and approvals, the contractor produces and distributes the final version of each issue paper.

**Task 8: Technical Assistance:** provide technical assistance to Federal, State and local workforce development organizations on issues related to job training, communications, marketing, or strategic alliances with public and private sector organizations that serve the public.

**Task 9: Quick Turnaround Surveys:** conduct small surveys of states and workforce development agencies.

These surveys are conducted under ETA's umbrella Office of Management and Budget (OMB) clearance. This umbrella clearance allows a simplified and expedited procedure. Such surveys may be by mail, telephone, internet or multi-mode. The contractor will prepare necessary materials for clearance by The Bureau of Labor Statistics and the Office of Management and Budget, prepare the questionnaires, field the survey and process the responses so that the data are ready for analysis.

The successful performance of this contract will require the contractor to have frequent interaction with ETA officials and perform assigned work in the most cost effective manner. The contractor must also have access to highly qualified people from many disciplines and the ability to access a variety of data bases and organizations--public and private--in the employment and training field.

## **C.5 ORDERS UNDER MULTIPLE AWARD CONTRACTS**

The Government will use one of the following source selection processes when awarding task orders:

- 1. Tradeoff Process: When it is in the best interest of the government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

The following are examples of evaluation factors that will be used in determining which contractor represents the best overall value to the Government:

### Evaluation Factors

- 1. Technical Approach
- 2. Understanding
- 3. Past Performance
- 4. Price/Cost

Please be advised that the Government has broad discretion in changing its evaluation factors.

- 2. Lowest Price Technically Acceptable: When best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. Tradeoffs will not be permitted.

3. Sole Source: When only one awardee is capable of providing the supplies or services required at the level of quality required. Also in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

### **C.6 DETAILED TASK REQUIREMENTS (DESCRIPTION OF WORK)**

This is an indefinite quantity/task order type contract. Task orders will be placed by written orders from the Contracting Officer. Pursuant to FAR part 16.505(b), the Contracting Officer will provide at least three (3) contract awardees a fair opportunity to be considered for each task order exceeding \$2,500 issued under this award. The Contracting Officer has broad discretion in developing appropriate task order placement procedures.

The Contracting Officer is not required to contact each awardee under this award before selecting a task order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each task order.

The Contracting Officer will:

1. Develop placement procedures that will provide at least three (3) contract awardees a fair opportunity to be considered for each task order and that reflect the requirement and other aspects of the contracting environment;
2. Not use any method (such as allocation or designation of preferred awardee) that would not result in fair consideration being given to all awardees prior to placing each task order;
3. Tailor the procedures to each acquisition;
4. Include all procedures in the solicitation and the contract; and
5. Consider price or cost under each order as one of the factors in the selection decision.

The offeror is hereby notified:

1. Contractors are expected to submit to the Contracting Officer a proposed budget for the task within five (5) days of placement of the task order.
2. Contractors must use actual loaded hourly rates for personnel within each labor category when developing their proposed budget.
3. The contractor and Contracting Officer will negotiate the price for each individual order, resulting in a fixed price or cost reimbursement type task order.
4. Contractors must not exceed the negotiated task order price without prior written approval from the Contracting Officer.
5. Contractors must not begin work until the Contracting Officer executes a task order.
6. No task order under this contract will exceed \$500,000. No contractor will have an aggregate price for all tasks in one year in excess of \$2,000,000.

SECTION D - PACKAGING AND MARKING

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

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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.

FAR NUMBER	TITLE	DATE
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR ALTERNATE I (APR 1984)	MAY 2001

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance shall be twelve (12) months from the date of contract execution, plus four (4) 1-year options to extend at the discretion of the government. DOL refers to the first twelve months of the contract as the base year.

F.2 MINIMUM/MAXIMUM REQUIREMENT

The Government guarantees that each awardee will receive a minimum of \$2,500 during the base year of the contract. DOL does not guarantee that contractors will receive any minimum for the option years.

F.3 REPORTS/DELIVERABLES

The contractor submits the following reports, at the time and in the number of copies specified, to the Project Officer designated for each task order. If requested by the Project Officer, oral briefings are held on the task and/of final; reports on each task order. Many of the tasks under this contract are open-ended and process oriented. They may involve the provision of support and technical assistance for the improvement of employment and training programs throughout the country. However, the contractor must demonstrate progress in performance of each of the subtasks required in the individual task orders, as follows:

1. Periodic progress reports on activities conducted/completed. Due: Monthly.
2. Provide technical support to activities currently underway in ETA. Due: As required/directed.
3. Perform tasks set forth in the additional task order. Due: As required by ETA.
4. Provide progress reports to the project officer on all on-going work, including the identification of problems and corrective action plans, and other reports as the project officer requests. Due: Monthly.

The above dates are negotiable and may change during the course of the contract period.

F.4 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 (is specified) for electronic access to the full text of a clause.

FAR NUMBER	TITLE	DATE
52-242-1	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 INVOICE REQUIREMENTS

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

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

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

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

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

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

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

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

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

**G.2 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 designates a financial institution for receipt of electronic funds transfer payments. The contractor submits this designation to the Contracting Officer or other Government official as directed.

B. For payments through FEDLINE, the Contractor provides 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 forwards the information required above to:

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

**G.3 DOLAR 2952.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE  
(COTR) (MAY 2004)**

(a) Mr./Ms. TBD is hereby designated to act as contracting officer's technical representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the contracting officer must issue such changes.

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

Flexibility of Direct Costs will be allowed within the Contractors proposed budget, provided no single line item of cost is increased or decreased in excess of 20 percent and provided further that the total estimated cost of the task order is not exceeded. However, no increase to 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) is permitted without the prior review and approval by the Contracting Officer.

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

**H.2 FRINGE BENEFITS**

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

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

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

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

Leave accrues 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 is 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 different 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. Contractors must not fix per diem rates in excess of those needed to meet the necessary authorized subsistence expenses. To this end, contractors must consider factors which reduce the expenses of the employee.

All travel shall be at tourist, coach, or less than first class unless itinerary or unavailability dictates otherwise. Applicable travel regulations prescribe all temporary duty and local area automobile travel.

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) The use and payment to consultant(s) require prior written approval from the Contracting Officer.

(b) The Contractor may compensate consultant(s) hired under this contract 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.

(c) The contractor must determine the amount or rate of payment 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 must maintain a written report on all consultations charged to the contract. This report must include, at a minimum: (1) the consultant's name, (2) dates, hours and amounts charged to the contract; (3) the names of the contractor's staff who received the services; and (4) the results of the consultation. The contractor must keep this report on file.

## **H.6 UNEMPLOYMENT INSURANCE COST**

The Contractor must pay unemployment insurance costs as they are incurred. The Government agrees to reimburse the contractor's payments.

In the event the contractor receives billings for Unemployment Insurance costs 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 only at the applicable rate had the cost been paid as they were incurred.

## **H.7 ACCOUNTING AND AUDITING SERVICES**

(a) Accounting

The contractor must 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. The contractor may procure and utilize accounting services.

(b) Auditing

The contractor must audit or have audited subcontractor financial records as 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 schedules all audits of the prime contractor's records. The Department uses its own audit resources or shall use certified or contracted public accountants 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: a 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, is not printing. DOL will consider the following to be a printing: one sheet, size 8 by 11 inches, one side only, and one color. Double sided printouts are considered ½ a production unit.

**H.9 KEY PERSONNEL**

DOL considers the personnel specified below or in attachment to this contract essential to the work performed hereunder. Reasonably in advance, the contractor must notify the Contracting Officer prior to diverting any of the specified individuals to other programs, and must submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The contractor must not make any diversion without the written consent of the Contracting Officer. 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
- Project Manager
- Senior Research Associate
- Research Associate

**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.

**H.11 SUBMISSION OF CORRESPONDENCE**

The contractor must direct all correspondence relating to the contract to the, Attention: TBD. Regarding contractual matters, the contractor must also contact the Division of Contract Services, Attention: Division Chief.

**H.12 OTHER CONTRACTORS**

The contractor must not commit nor permit any act which will interfere with the performance of work by any other contractor or by Government employees.



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

### **H.13 LAWS APPLICABLE**

The contractor must perform its duties in accordance with the applicable Act, and the regulations, procedures and standards promulgated there under. The Contractor must 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 must dispose of all materials as directed by the Contracting Officer or as specified in other provisions of the contract. These materials include any received from the Government and all residual materials produced in connection with the performance 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) The contractor must not exclude or deny benefits or subject to discrimination any person on the ground of race, religion, color, handicap, national origin, sex, age, political affiliation, or beliefs. Under any program or activity funded or otherwise financially assisted, in whole or in part, with funds made available under this contract. (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 it provides under this contract must be furnished without discrimination. The contractor's employment practices are subject to the same restrictions.

### **H.16 FEDERAL REPORTS**

The contract requires the collection of information 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 applies to this contract. The Paperwork Reduction Act establishes that 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 must obtain the required OMB clearance through the COTR before expending any funds or making public contracts for the collection of data. The contractor must obtain written approval from the Contracting Officer to expend funds and to proceed with the collection of data.

### **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. The contractor must divulge such information 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 must 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 20 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 must 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)

During the contract, the contractor must procure and maintain throughout the duration of the contract the following kinds and amounts of insurance, In accordance with the Federal Acquisition Regulation, 48 CFR, Clause 52.228-7 entitled, "Insurance-Liability to Third Persons:"

A. Worker's Compensation - In the amounts required by State law or the United States Longshore worker's and Harbor Worker's 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 the contractor's 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 it business premises or through its operations except those arising from motor vehicles away from the premises, those covered by any Worker's Compensation law, and other exclusions stated in the policy. The required coverage for bodily injury shall be \$200,000 per person and \$500,000 per occurrence.

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

F. The policies evidencing such insurance as required under this contract must 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 N4655  
Washington, D.C. 20210

The types and minimum limits reflected above for vehicle insurance 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 to the above limits, is 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

When DOL requires data collection, it is solely the responsibility of the contractor for such data collection. The Contractor may request assistance from ETA grantees in locating the data. However, the actual data gathering must be done by the Contractor, as defined in the statement of work.

H.22 PERFORMANCE STANDARDS

The workmanship of all products furnished under this contract must strictly conform to the generally accepted quality standards of the Contractor's profession and must be suitable for dissemination and use without revision, to DOL, other Government agencies and the general public.

Reports must disclose all data relevant to the work performed, the techniques developed, the investigations made, and must be relevant to the 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 contract. 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

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

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

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

1. DOL may extend the period of performance of this contract by exercising the option year(s).
2. DOL will do this 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 contractor must consider the extended contract to include this option provision.
3. The estimated costs and indirect costs of the options are as follows:

Option Year	Estimated Cost	Indirect Cost	Total Estimated Cost
1	See Attachment J.7		
2			
3			
4			

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

4. AT the time of contract execution, the contracting parties will determine estimated costs, including any indirect costs, for the options. 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. DOL will not accept any deviations from the total pre-established option years estimated costs 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. 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, the Contracting Officer must present in writing, any deviations from the total pre-estimated option year costs.

H.26 INDIRECT COSTS

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

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

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

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

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

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

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

BLOCK 1

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

Your rates and bases are:  
Overhead  
Base:  
(And, if applicable)  
General and Admin.  
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-1510  
Washington, D.C. 20210  
Tel. (202) 693-4102

(End of Clause)

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
& 52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2005
& 52.232-7	PAYMENT UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE II (JAN 1986)	AUG 2005
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
& 52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
& 52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$2,000,000;

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.



(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

**I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

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

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

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

**I.6 52.232-25 PROMPT PAYMENT (OCT 2003)**

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 contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
J.1	STATEMENT OF FINANCIAL CAPABILITY, ETA 8554		(2 PAGES)
J.2	COST CONTRACTOR'S INVOICE, ETA 3100-1		(1 PAGE)
J.3	COST CONTRACTOR'S DETAILED STATEMENT OF COST, ETA 3-2		(1 page)
J.4	PAST PERFORMANCE EVALUATION QUESTIONNAIRE		(2 PAGES)
J.5	PAST PERFORMANCE REFERENCE INFORMATION SHEET		(2 PAGES)
J.6	ORAL PRESENTATION EVALUATION QUESTIONNAIRE		(2 PAGES)
J.7	LOADED HOURLY LABOR RATE CHART		(1 PAGE)
J.8	VETS-100 - FEDERAL CONTRACTOR VETERANS EMPLOYMENT Report, OMB 1293-0005		(3 pages)
J.9	EXAMPLE OF A MODIFIED RESUME		(1 page)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 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.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.  
 (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:  (i) Paragraph (b) applies.  (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

-----FAR Clause #	Title	Date	Change -----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal



office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**K.5 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)**

(a) Definition.

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

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

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

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

Listed End Product

Listed Countries of Origin

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

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

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

**K.6 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.7 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.8 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.	Country Of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**K.9 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 PROVISION INCORPORATED BY REFERENCE

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

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

L.2 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
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L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Materials/ Indefinite Quantity contract resulting from this solicitation.

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

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

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

L.5 PAST PERFORMANCE

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

A. A list of five (5) "relevant" contracts and subcontracts completed during the past three (3) years. The reference should be on project/work similar in nature. References for project/work not similar in nature will not be considered. 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. Offerors, please make sure you 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

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

D. Each offeror will be evaluated on its 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.6 will be used to collect this information. The Government may contact references other than those identified by the offeror. The Government may use this information to evaluate the offeror's past performance. The Government also reserves the right to decide not to contact all of the references provided by the offeror. The Government will not disclose to the offeror, the names of individuals providing information about an offeror's past performance.

## L.6 ORAL PRESENTATION

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

The oral presentation and the question and answer session are not part of the offer and are not themselves offers. The oral presentation and the question and answer session will not constitute discussions, as defined by FAR Part 15, and will not obligate the Government to determine a competitive range, conduct discussions, or 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 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 (To Be Determined) after the receipt of proposals. The Contract Specialist will notify offerors of the scheduled date and time of their presentation within (To Be Determined) of the receipt of proposals. 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. Only key personnel can take part in the oral presentation and question and answer session. The Project Director who will have a 25% time operational responsibility for contract performance must be present and must, 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 unless they are small businesses. 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: 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. The following Government personnel may be present at the oral presentation:

- 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 one overhead projector, one flip-chart pad, and marker pens for the offeror's use during the oral presentation.

The offeror must submit its set of overhead transparencies and five (5) paper copies to the Government in a sealed package with its proposal" (see L.7). Failure to submit the overhead transparencies and paper copies by the date established for receipt of offers will cause the offer to be rejected as non-responsive. Each offeror must use black and white overhead transparencies (slides) to document key points of its presentation. The offeror's overhead transparencies must be 8.5 by 11 inches. The transparencies must be legibility and clear. 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. 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.

Thirty (30) minutes before the presentation, the Contract Specialist will provide the offeror with the blank flip chart paper, transparencies and an overhead slide projector also with the transparencies the offeror submitted with its proposal. At the close of the presentation, the offeror shall give the Government all flip charts and/or overhead slides used during the presentation. The Government will not accept any additional documentation which may or may not have been referenced during the presentation.

## **L.7 SUBMISSION OF PROPOSAL**

(A) - General Instructions:

Each offeror must submit an offer (proposal) 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 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 –**
- (1) Original and two (2) signed copies of completed Standard Form 33, Solicitation, Offer and Award,
  - (2) Original and two (2) signed copies of Section K, the Representations, Certifications and other Statements of Offerors,
  - (3) Original and two (2) signed copies of Small Business Subcontracting Plan (large businesses and nonprofits only), and all attachments thereto except those items required in Part 2 and 3 will be submitted as outlined in their respective parts.

DOL does not accept illegible copies. (All copies must be ink-signed.)

- Part 2 -**
- (1) A set of overhead transparencies and five (5) paper copies in a sealed package. These transparencies 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 the offeror's presentation, in the presence of the Contract Specialist and a representative of the offeror. DOL uses both the transparencies and the Oral Presentation to evaluate the offeror's capability to perform the contract (See section M.3(A));
  - (2) Original and three copies of resumes of all "key personnel" (See Section M.3(B));
  - (3) Original and three copies of relevant past performance information (See Section L.5 and M.3(C)); and
  - (4) Original and three copies of their technical approach (See Section M.3 (D)). (PLEASE NOTE: There is a page limit not to exceed 35 single-spaced, single-sided pages with 1 inch margins. Text type shall be at least point or larger.

The offeror must not make reference to cost or price data so that an independent technical evaluation may be made on the basis of technical merit alone. Proposals must not specify less than one hundred twenty (120) days Government Acceptance. After the due date, an offeror can not take exception to any provisions of this Request for Proposals or place any condition on his/her proposal. Offerors may only submit one proposal.

**Part 3 -** A detailed Business Management Proposal for the prime contractor and subcontractors as further outlined in the below instructions and consisting of:

- (1) Three (3) copies of Attachment J.7 - Loaded Hourly Rate Chart
- (2) One (1) copy of Attachment J.1 - Statement of Financial Capability, ETA 8554 (Mar. 1981) (c).
- (3) One (1) 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 must 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.

The Loaded Hourly Rate Chart (Attachment J.7) and Financial Capability Forms (Attachment J.1) support information shall be augmented as follows:

1. Most current published annual balance sheet and profit or loss statement.
2. 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.

NOTE: Part 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, should show in the upper left hand corner of each of the envelopes as well as the master package.

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

An offeror may eliminate a deficiency in its proposal 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 must consult with the Contracting Officer prior to submitting a proposal, 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 offerors 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.

**DOL will not award to offerors whose proposals do not meet the above requirements.**

## **L.8 SPECIAL REQUIREMENTS**

The contractor must provide the necessary personnel to accomplish each task listed in the statement of work. The key personnel positions and their required time commitment are as follows:

- Project Director – 25%
- Project Manager – (To Be Determined)
- Senior Research Associate – (To Be Determined)
- Research Associate – (To Be Determined)

**L.9 CONFIRMATION OF PROPOSED KEY PERSONNEL (OCT 2000)**

The offeror must provide the following certificate upon request by the Contracting Officer.

I certify that the proposed key personnel are still available for performance under any contract resulting from this solicitation, and that the letters of commitment are still valid. I base this certification on written and/or oral confirmation which I received, within the past 30 days, from each individual proposed to fill the Key Personnel requirements. I further certify that I possess copies of written confirmations I received from each individual, and/or a memorandum to the file documenting oral confirmation of that individual's availability. I further promise to immediately inform the Government of any changes in the availability of any proposed key personnel.

Date of Certification

By (Name and Signature of company president)

(PLEASE NOTE: Confirmation of Proposed Key Personnel will be required from ONLY those offerors who make the competitive range.)

**L.10 REQUEST FOR CLARIFICATION (RFC)**

DOL must receive all requests for clarification (RFC) no later than 5:00 p.m. local time, date TBD.

Only emailed submissions of requests will be accepted. They shall be submitted to Ms. Jillian Matz at [matz.jillian@dol.gov](mailto: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 requests will be answered electronically and will be available to all offerors at the [www.doleta.gov](http://www.doleta.gov) and [www.fedbizopps.gov](http://www.fedbizopps.gov) and [www.doleta.gov/sga/rfp.cfm](http://www.doleta.gov/sga/rfp.cfm).

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

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 NOTICE LISTING SOLICITATION PROVISION INCORPORATED BY REFERENCE

The following solicitation provision pertinent to this section is 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 involves the evaluation of the offeror's Individual Staff Experience and Qualifications, Contractor's Technical Approach and Price (evaluation factors B, D, and E) listed below. Based on these evaluations, a Competitive Range (FAR Part 15) is established, consisting of the most highly rated proposals.

The second step involves evaluation of an Oral Presentation presented by each of the offerors within the Competitive Range and the Contractor's Past Performance (evaluation factor C). Evaluation of oral presentations will consist of the offeror's Capability to Perform the Contract (evaluation factor A listed below).

The Government will perform a cost analysis on all technically acceptable offerors. The combined evaluations of Contractor's Capability to Perform the Contract, Individual Staff Experience and Qualifications, Past Performance, Contractor's Technical Approach, and Price determine contract award. DOL will award contracts to the offerors who submit proposals that conform to the solicitation, and provide the "best value" to the Government. "Best Value" as determined by DOL may not necessarily be the proposals offering the lowest cost or receiving the highest technical score.

Note: cost is not a numerically weighted factor. Although non-cost factors are significantly more important than cost, cost is an important factor and should be considered when preparing responsive offers (proposals). The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the offerors within the competitive range are considered essentially equal in terms of technical, past performance and other no-cost factors (if any), or when cost is so significantly high as to diminish the value of the technical superiority to the Government, cost may become the determining factor for award. In summary, cost/no-cost trade offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established factors.

A panel of specialists chosen by DOL/ETA carefully evaluates the proposals received. Each panelist evaluates the proposals for technical acceptability using a range of scores assigned to each factor. The factors are presented in the order of importance (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(s) for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered. The Contracting Officer uses these evaluations when determining which proposals represent the "best value."

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

#### A. CONTRACTOR'S CAPABILITY TO PERFORM THE CONTRACT (50 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, DOL considers: (1) the quality of the evaluation design, methodologies, tasks, deliverables and other activities, as well as the interrelationships and

interdependencies among these different parts, and whether these are likely to lead to successfully meeting evaluation objectives (See Section L.6 (5b); (2) the sequence and realistic time span of the work activities (See Section L.6 (5c); (3) the adequacy of resources required to perform the work activities (See Section L.6 (5d); (4) the knowledge of the difficulties, uncertainties, and risks associated with the work and the quality of the plans to address and mitigate these risks (See Section L.6 (5e); and (5) personnel and subcontractor qualifications necessary to the performance of the work (See Section L.6 (5f).

#### B. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (35 points)

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

The proposal shall include the current employment status of personnel proposed for work under this RFP, i.e., whether these personnel are currently employed by the contractor or are dependent upon planned recruitment or subcontracting. Where subcontractors or outside assistance are proposed, organizational control and specific responsibilities with respect to all tasks shall be clearly delineated so as to demonstrate and ensure responsiveness to the needs of the Government.

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

- (1) All proposed key personnel.
- (2) The proposed project organization, including key personnel, which includes all task leaders
- (3) A proposed plan for deploying personnel and resources including: staffing charts listing names, project roles, qualifications, and experience of all professional personnel (including outside consultants); staff time/time loading charts showing the amount of time each staff person will devote to each task and sub-task; and an indication of how staff will be allocated to perform all necessary field work during the project
- (4) Modified resumes for all key personnel, with information that will make it possible for reviewers to determine if the criteria have been met. An example of the modified resume is included as Attachment J.9. In addition to standard information on individuals' work history, educational background, honors and awards, and publications, modified resumes should include the following:
  - a. Proposed title/position(s), component or task of the evaluation in which these will be performed, functional role(s), activities, number of hours and percentage (of 2,080 hours) for each functional role, and total hours and total percentage of hours for the individual. Each position in the project should be separately listed.
  - b. Current employment status, title, and the activities or projects on which the individual is currently working;
  - c. Start and stop dates (by month/year) and roles for each item under work experience and a brief description of activities for each role.
- (5) Signed letters of intent for all key staff, including consultants (excluding clerical staff) with a countersignature from the contractor/offoror.

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

- (1) The experience and qualifications of the proposed Project Director and the amount of time committed to the project. This person shall be a qualified professional capable of supervising activities involved in support of each task order; be qualified to coordinate all project related personnel matters communicate both orally and in writing with all levels of ETA personnel; develop and implement staffing plans, and otherwise manage the project; be a qualified professional capable of working independently and providing guidance to lower level personnel. The Project Director should have a Bachelor's Degree and a minimum of 5 years experience managing employment and training programs. (time commitment - 25%);

- (2) The experience and qualifications of the proposed Project Manger(s) This person(s) shall be a qualified professional capable of supervising activities involved in support of each task order; able to communicate both orally and in writing with all levels of ETA personnel; develop and implement staffing plans, and otherwise manage the project; be a qualified professional capable of working independently and providing guidance to lower level personnel. The Project Manger(s) should have a Bachelor's degree and a minimum of 5 years experience in work related to employment and training programs. (time commitment – To Be Determined By Task Order);
- (3) The experience and qualifications of the proposed Senior Research Associate(s). This person shall be a qualified professional capable of performing activities involved in support of each task order; and be a qualified professional capable of working independently and providing guidance to lower level personnel. The Senior Research Associate(s) should have a Bachelor's degree and a minimum of 3 years experience in work related to employment and training programs. (time commitment - To Be Determined By Task Order);
- (4) The experience and qualifications of the proposed Research Associate(s). This person shall be a qualified professional capable of performing activities involved in support of each task order; and be a qualified professional capable of working independently. The Research Associate(s) should have a Bachelor's degree. (time commitment - To Be Determined By Task Order);
- (5) A modified resume for each key personnel involved in the project. At a minimum, the resume shall include:
  - a. The title and position to which the individual would be assigned for the project;
  - b. The individual's current employment status and a list or description of the activities or projects on which the individual is currently working;
  - c. The individuals previous work experience, to include position title, dates in position, employing organization, duties performed, and role performed, e.g., management, task leader, lead investigator, chief analyst, etc., and how these are relevant to the tasks and duties in this project;
  - d. The titles of the individuals previous or in process written products or reports, with their date of completion or publication and other authors noted; and the relevance of these works to the tasks and duties in this project; and
  - e. The individual's educational background and a brief description of its relevance to the individual's role in the project. The overall staffing plan is reasonable and likely to support the technical approach.
- (6) Letters of intent are provided for each key personnel, including employees, contractors or contingency hires (defined as persons not currently employed but who have executed a binding letter for commitment for employment with the offeror, if the offeror receives award under this solicitation). Letters of intent must be dated and include signatures from the individual and the offeror/contractor. The letter must state that the individual will be available for at least 1 year. The letter must also disclose the position the person will have on the contract.
- (5) Staffing charts listing names, qualifications, and experience of professional personnel (including outside consultants), and an indication of how staff will be allocated to perform all necessary field work during the project.

### C. CONTRACTOR'S PAST PERFORMANCE (35 Points)

Offerors shall provide information on problems encountered on the identified contracts and the offeror's corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance. The Contracting Officer shall determine the relevance of similar past performance information. Offers shall submit past performance information regarding predecessor companies, professional personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. For offerors without relevant past performance history or for whom information on past performance is not available, DOL will not evaluate the offeror favorably or unfavorably on past performance. In this instance the Contracting Officer would assign a neutral score. DOL uses the past performance reference sheet (Attachment J.5) along with the past performance questionnaire (Attachment J.4) to determine each offerors past performance score.

During discussions of cost issues, offerors in the competitive range 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.

#### **D. Technical Approach (35 points)**

This section of the proposal must briefly demonstrate the offeror's ability to devise and implement suitable technical approaches for each task described in Section C.4. Note that DOL expects that every task order contractor will be capable of performing every task listed in Section C.

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

For analysis tasks involving analysis and reporting (Tasks 5, 6, 7 and 8):

(1) The appropriateness and comprehensiveness of the study questions (2) Data collection procedures are appropriate and will likely provide complete and high-quality data (4) Analysis methods are appropriate to the issue and type of information being analyzed (3) The data to be collected are sufficient to completely address the study questions (5) The scale of each task (e.g., the number and length of site visits) and the level of effort to be devoted to the sub-task is appropriate (6) Approaches to accomplishing tasks use innovative methods where appropriate.

For tasks involving meetings and conferences (Tasks 1, 2, 3 and 4):

(1) Effectiveness of approach to making logistical arrangements (2) Appropriateness of proposed location and facilities (3) Appropriateness of proposed agenda (4) Qualifications of proposed meeting facilitator

For technical assistance (task 9):

(1) Appropriateness of technical assistance mode (e. g., peer to peer, conference, site visit, etc.) (2) Effectiveness of approach to making logistical arrangements (3) Appropriateness and effectiveness of proposed content of technical assistance (4) Qualifications of proposed TA provider (i. e., the selection of in-house staff or consultants who are well-qualified to deliver technical assistance on a specified topic).

(PLEASE NOTE: There is a page limit not to exceed 35 single-spaced, single-sided pages with 1-inch margins. Text type shall be at least 10 point or larger. Responses under this evaluation criterion that do not meet the requirements may be determined technically unacceptable and not considered for award.)

#### **E. PRICE**

DOL performs a cost analysis as part of the proposal evaluation process. The purpose of this analysis: (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 costs 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 makes a series of paired comparisons among only those offerors that submitted acceptable proposals. If, in any paired comparison, the offeror with the higher technical score also has the lower price, then the Contracting Officer considers that offeror to represent the better overall value. If the offeror with the higher technical score has the higher price, then the Contracting Officer decides whether the difference in expected value is worth the difference in price. If the Contracting Officer decides that it is, then he/she considers the offeror with the higher technical score and the higher price to represent the better overall value. If not, then the Contracting Officer considers the offeror with the lower technical score and the lower price to represent the better value. The Contracting Officer continues to make paired comparisons in this way until he/she had identified the best overall value.

Pursuant to FAR Subpart 52.215-1 Instructions to Offerors - Competitive Acquisition, the Contracting Officer intends to award without discussions (as defined by FAR Part 15) to the offeror(s) whose proposals are is the most advantageous to the Government, price and other factors considered. DOL will make multiple awards from this solicitation.

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