

## Table of Contents

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

H.19 HAZARDOUS OCCUPATION ORDERS.....	H-6
H.20 INSURANCE REQUIREMENTS (FAR-SUBPART 28.3) .....	H-6
H.21 DATA COLLECTION FOR THE DEPARTMENT OF LABOR.....	H-7
H.22 PERFORMANCE STANDARDS .....	H-7
H.23 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING.....	H-7
H.24 PUBLICATION OF MATERIALS .....	H-7
H.25 INDIRECT COSTS.....	H-8
<b>PART II - CONTRACT CLAUSES .....</b>	<b>I-1</b>
<b>SECTION I - CONTRACT CLAUSES.....</b>	<b>I-1</b>
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	I-1
I.2 52.232-25 PROMPT PAYMENT (FEB 2002)	
ALTERNATE I (FEB 2002).....	I-2
I.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	I-6
I.4 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996).....	I-6
<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....</b>	<b>J-1</b>
<b>SECTION J - LIST OF ATTACHMENTS .....</b>	<b>J-1</b>
J.1 CONTRACT PRICING PROPOSAL COVER SHEET, SF 1411, (1 PAGE).....	J-1
J.2 COST AND PRICE ANALYSIS, ETA 8555, (8 PAGES) .....	J-1
J.3 STATEMENT OF FINANCIAL CAPABILITY, ETA 8554, (2 PAGES).....	J-1
J.4 COST CONTRACTOR'S INVOICE, ETA 3100-1 (1 PAGE) .....	J-1
J.5 COST CONTRACTOR'S DETAILED STATEMENT OF COST, ETA 3-2 .....	J-1
J.6 VETS-100 - FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT,.....	J-1
J.7 PAST PERFORMANCE REFERENCE INFORMATION (2 PAGES).....	J-1
J.8 PAST PERFORMANCE EVALUATION QUESTIONNAIRE (2 PAGES) .....	J-1
J.9 ORAL PRESENTATION EVALUATION QUESTIONNAIRE (2 PAGES).....	J-1
<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS.....</b>	<b>K-1</b>
<b>SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.....</b>	<b>K-1</b>
K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE .....	K-1
K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998).....	K-1
K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001).....	K-2
K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997).....	K-3
K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) .....	K-4
K.6 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001).....	K-6
K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).....	K-6
K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) .....	K-7
K.9 SIGNATURE BLOCK.....	K-8
<b>SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....</b>	<b>L-1</b>
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE .....	L-1

L.2	52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001) ALTERNATE I (OCT 1997)	L-1
L.3	52.216-1 TYPE OF CONTRACT (APR 1984)	L-4
L.4	52.233-2 SERVICE OF PROTEST (AUG 1996)	L-5
L.5	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	L-5
L.6	PAST PERFORMANCE	L-6
L.7	ORAL PRESENTATION	L-6
L.8	SUBMISSION OF PROPOSAL	L-9
L.9	LETTERS OF COMMITMENT - KEY PERSONNEL, (OCT 2000)	L-11
L.10	CONFIRMATION OF PROPOSED KEY PERSONNEL (OCT 2000)	L-12
L.11	SPECIAL REQUIREMENTS	L-12
L.12	REQUEST FOR CLARIFICATION (RFC)	L-12

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

M.1	BASIS FOR AWARD (BEST VALUE)	M-1
M.2	EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE)	M-1
M.3	DETERMINING BEST OVERALL VALUE	M-5

**PART I - THE SCHEDULE**

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

Title: "Technical Assistance Support for the Youth Offender Initiative Demonstration Grant Project"

The United States Department of Labor, Employment and Training Administration, is soliciting proposals to plan, coordinate, and manage on-site and off-site training and technical assistance for grantees selected under the Young Offenders Initiative (YOI) Demonstration Grant Project administered by DOLETA.

Solicitation No. is RFP-DCS-02-40.

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

The period of performance will be twenty-four (24) months from the date of contract execution.

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

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

THE RECEIPT OF PROPOSAL DATE IS SEPTEMBER 23, 2002, PM LOCAL TIME.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN SEPTEMBER 6, 2002, 5:00 P.M. LOCAL TIME.

Only electronic submission of requests will be accepted. They shall be submitted to Chari A. Magruder at [cmagruder@doleta.gov](mailto:cmagruder@doleta.gov). Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines the RFC raises an issue of significant importance, the Government will respond electronically.

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

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

The United States Department of Labor, Employment and Training Administration, is soliciting proposals to plan, coordinate, and manage on-site and off-site training and technical assistance for grantees selected under the Young Offenders Initiative (YOI) Demonstration Grant Project administered by DOLETA.

**C.2 PURPOSE**

The purpose of this Request for Proposal (RFP) is to secure a contractor to plan, coordinate, and manage on-site and off-site training and technical assistance for grantees selected under the Young Offender Initiative (YOI): Demonstration Grant Project administered by the US Department of Labor, Employment and Training Administration (DOL/ETA). While the contractor will work primarily with 29 Round Three grantees announced in June 2002 (<http://wdsc.doleta.gov/sga/awards/01-109award.asp>), they are expected to assist some of the previous Youth Offender Demonstration Project grantees; (see <http://wdsc.doleta.gov/sga/awards/01-101award.asp> and <http://wdsc.doleta.gov/sga/awards/98-015award.htm>), and 15-20 state and local workforce agencies in improving services to youth offenders and/or youth at risk of court or gang involvement, as needed. In FY2002, DOL/ETA plans to award a fourth round of Youth Offender Demonstration grants that will use a state-based administrative approach to implementing the public management model(\*fn1) that the Demonstration Project has been testing and refining since 1999. The exact amount of FY 2002 funds to be awarded for the fourth round is yet to be determined. However, DOL/ETA anticipates an additional 12-20 grants to selected states. Approximately \$3 million is available to support the technical assistance effort over a 24-month period.

Between 1999 and 2001, DOL/ETA awarded \$22 million under the Workforce Investment Act (WIA) to support 23 Youth Offender Demonstration Project grants to cities, rural areas and juvenile correction facilities. The purpose of this demonstration grant project is to determine how to best organize collaboration among workforce development, justice, education, and other agencies, within state and local One-Stop delivery systems, to assist the reentry needs of youth offenders and youth at risk of court or gang involvement.

Offerors should review the grant solicitation for the third round of the project to ensure a full and complete understanding of what projects are expected to accomplish. The solicitation may be useful in anticipating the range of technical assistance that grantees may request or need. A copy of the Young Offender Initiative: Demonstration Grant Project solicitation is available on the Internet at: <http://wdsc.doleta.gov/sga/sga/01-109sga.htm>.

**C.3 OVERVIEW**

During the 1990s, incarceration rates of offenders in state and federal prisons and local jails rose sharply throughout the nation, climbing from 292 inmates for every 100,000 U.S. citizens in December 1990 to 481 inmates per 100,000 residents in June 2000. In absolute numbers these rates represent an increase from 1.1 million men and women held in 1990 to 1.9 million in June 2000 (\*fn2). In addition, the Office of Juvenile Justice and Delinquency Prevention reported that nearly 106,000 juvenile offenders were held in public and private residential custody facilities on October 26, 1997 and an estimated 9,100 youth under the age of 18 were held in adult jails on June 30, 1997 (\*fn3).

The long-term consequences of such unprecedented growth have implications for thousands of communities across the country, since most offenders complete their sentences and are released from prison, currently at the rate of 600,000 a

year. While more public funding became available in the last decade for prison construction and operation to keep pace with the growing number of offenders, states directed fewer dollars to rehabilitation services for offenders, such as job-skills training, mental health treatment, and substance abuse counseling. According to Joan Petersilia, a professor of criminology at the University of CA at Irvine, only about 15 percent of state prison inmates ever enroll in education or rehabilitation classes (\*fn4).

As a result, offenders leaving prisons and juvenile facilities are less likely to have first addressed their work, education, housing and health care needs. Offenders face multiple barriers to successfully making the transition from institution to community. These barriers include reductions in personnel to supervise returning offenders; less funding for transitional support programs, including education programs and job skills training; and high rates of substance abuse and undiagnosed and untreated mental illnesses. Consequently, offenders return to communities where resources may not be organized in ways best suited to successful reintegration. The threat to public safety is clear. The Department of Justice reports that 62 percent of ex-offenders are rearrested within three years of their release and 41 percent return to prison.

The Young Offender Initiative: Demonstration Grant Project reflects continued Federal support for reversing these trends. Studies of offenders making the transition to communities have found that the existence of multiple and organized services, combined with supervision, and programs that promote mentoring and youth development can reduce the recidivism rate and help young people become productive and economically independent members of their communities (\*fn5).

## C.4 BACKGROUND

### The Young Offender Initiative: Demonstration Grant Project

The Demonstration Grant Project provides funding to local communities to serve young offenders, ages 14-24, who are returning to their communities from detention or incarceration, are already involved in the juvenile/criminal justice system, are gang members, or are at risk of gang or court involvement. Grantees are expected to use their federal funds to strengthen collaboration between the One Stop Career System, established under the Workforce Investment Act (WIA) and those agencies in the juvenile and criminal justice system that are responsible for public safety. As needed, grantees also engage local partners that provide a range of education, mental health, substance abuse, housing, and other services that young offenders require in order to obtain and maintain employment. Drawing on the principles of youth development, the project encourages strong partnerships to fill the gaps in the community's existing interventions dealing with youth offenders and to reconnect these young people with caring adults and positive activities in the community.

The Youth Offender Demonstration Grant Project is one of two current discretionary grant projects supported by DOL/ETA to promote collaboration between the workforce development system and the juvenile and criminal justice systems. The second project is the Serious and Violent Offender Reentry Initiative administered by the U.S. Department of Justice. That program provides grants to state and local agencies to assist offenders, ages 14-35, who are reentering their communities from incarceration and pose a serious risk to recidivate. DOL/ETA participates in a Federal Partners Serious and Violent Offender Reentry Initiative Technical Assistance Working Group and, as appropriate, may call on the contractor to help respond to technical assistance requests from the Working Group. More information about the Serious and Violent Offender Reentry Initiative is available on the Internet at: <http://www.ojp.usdoj/reentry/>.

Technical Assistance to Support the Youth Offender and At-Risk Youth: Public Management Model for State and Local Workforce Development Agencies (\*fn6)

Technical assistance for grantees should be designed to support local implementation of a Youth Offender and At-Risk Youth: Public Management Model for State and Local Workforce Development Agencies, described by DOL/ETA as a "public management model" (the "model"). This model, tested and refined with grantees funded under Rounds One and Two, promotes providing comprehensive community-wide approaches to assist young offenders, gang members, and youth at risk of court or gang involvement.

The model revolves around expanding the service capacity of local One-Stop delivery systems to provide a range and quality of services designed to prepare high-risk youth for quality employment with career development ladders and livable wages. Grantees are required to use their award to expand services in each of the following three areas: 1) gang prevention and suppression activities; 2) alternative sentencing for offenders; and 3) after-care and route counseling (i.e., case management) for incarcerated youth reentering communities after incarceration or at risk of court or gang involvement.

Grantees in Rounds One and Two of the Youth Offender Demonstration Project tested a variety of service delivery strategies in a diverse set of communities to identify effective practices that other communities might adopt. Early findings from the cross-site evaluation of the Round One grantees found that the most successful demonstration projects shared nine organizational attributes (\*fn7). The sites:

- \* Created a well-conceived plan;
- \* Had previous experience with the juvenile and criminal justice system;
- \* Collected and maintained project data;
- \* Developed a community support network;
- \* Maintained strong grantee involvement;
- \* Connected the workforce and justice systems effectively;
- \* Leveraged resources through collaborations and partnerships;
- \* Developed a continuous improvement system; and
- \* Shared leadership and information.

When these attributes exist in an operating environment, and are combined with project services [workforce development services, reentry services (i.e., alternative sentencing and community service, gang prevention initiatives, aftercare and route counseling services, a.k.a., case management)] and data collection and analysis, they have been shown to assist sites in accomplishing their goals and appear to be integral to well-managed and successful projects. The ETA hypothesizes that the four elements (i.e., organizational attributes, workforce development services, reentry services, and data collection and analysis), taken together, form a continuous improvement system that makes up the public management model, as depicted below.

The model, under further testing and refinement, was shown to be effective in those sites that provided richer employability services and increased employment to youth offenders and youth at risk of court or gang involvement.

For a fuller discussion of an effective public management model and a more detailed and practical example of its attributes, see the Youth Offender Demonstration, Round One, Final Technical Assistance Report, U.S. Department of Labor, Employment and Training Administration (Research and Evaluation Monograph Series 02-B, 2002), available online at <http://wdr.doleta.gov/opr/fulltext/documents.asp?docn=6165>.

### **C.5 OBJECTIVES OF TECHNICAL ASSISTANCE**

The overall objective of the technical assistance (TA) strategy is to support primarily Youth Offender Demonstration Project grantees with information and training to help them successfully implement their projects. Specifically, the technical assistance contractor will:

- \* Provide a complete range of support to help grantees design and implement programs that help youth offenders, gang members and youth at risk of gang or court involvement between 14 and 24 attain long-term employment that provides wage levels that prevent future dependency and breaks the cycle of crime and delinquency that contributes to recidivism;
- \* Assist grantees in achieving the specific goals of their projects (this will vary across the Demonstration Grant sites).
- \* Leverage resources that may be available to help grantees address offenders' needs related to community supervision; job skills training, placement and support; mental health treatment; and substance abuse treatment. \* Facilitate the identification and use of "promising practices" and the development of models of effective young offender programs.
- \* Provide feedback to DOL/ETA and other federal partners to increase the effectiveness of the initiative.
- \* Facilitate the identification, documentation, collection, and dissemination of tools/protocols/strategies to guide replication of the public management model in other communities.

- \* Assist the grantees to develop core data elements and help sites to develop and implement management information systems that will be useful in guiding program decisions and improving the effectiveness and quality of services.
- \* Provide staff training to ensure that services are delivered in a context that is gender, age, and culturally appropriate and reflects youth and adult development.
- \* Support ongoing communication among the federal project officers, project directors, and site facilitators.
- \* Develop uniform procedures to request, deliver, and monitor the quality of TA that is provided to sites. Lessons Learned About Effective Practices for Providing Technical Assistance

A review of the technical assistance (\*fn8) provided to Round One grantees and findings from the interim evaluation (\*fn9) suggest that coordination of juvenile crime prevention and reentry services depends on strong linkages with the local One Stop Career Centers and existing community programs. These programs may include WIA year-round youth training and summer jobs for low-income youth, school to work programs, Youth Opportunity Grant programs, other federal programs, and sports and recreation programs.

The DOL/ETA has developed a set of core principles that reflect what the agency has learned about factors that facilitate the design and delivery of effective technical assistance. These principles emerged from the delivery of technical assistance to the Round One Youth Offender Demonstration grantees(\*fn10) and insights that DOL/ETA has gained from supporting 36 sites funded under the Youth Opportunity Grant Program (\*fn11).

The core principles are:

Technical assistance is directed at achieving the specific goals of the project. The primary program goal of the Young Offender Initiative: Demonstration Grant Project is to enhance community safety through the successful reintegration of young offenders and other at-risk youth into the community and the prevention of delinquency and recidivism through implementation of programs that incorporate these key principles:

- \* The community's security and public safety are the primary project goals. \* Project success is measured by successful reintegration and a reduction in arrests and recidivism. • \* Promoting healthy development and responsibility helps secure public safety. \* Cross-agency partnerships are essential for sharing resources and authority. \* Projects should use local strengths and resources. \* Individualized service plans are a prerequisite for successful projects. \* Reentry efforts begin with pre-release planning and end with employment, permanent housing, absence of arrest, and success in addressing substance abuse and mental health needs. \* A continuum of supervision and services must be provided. \* Route counseling (i.e., "case management") is a key ingredient that serves coordination by linking and brokering function. •

Technical assistance should be based on building a positive relationship between the contractor and the grantees. Key factors in building and sustaining this relationship include trust, honesty, and the grantees' willingness to engage in ongoing learning, including participation in staff development and peer-to-peer training.

Technical assistance should be sequenced appropriately. For example, partnership development and planning are early issues requiring attention, while other issues emerge as the project engages the youth. Some issues cannot be addressed until the fundamental programming has been developed and implemented.

Project structure matters. Providers of technical assistance should allow the project structure to change, perhaps repeatedly, until the goals of the project and the needs of the target population are met adequately.

The provision of technical assistance is proactive, timely, and ongoing. The contractor will develop and manage a process for responding to TA requests as expeditiously as possible, without sacrificing the quality of the technical assistance. Technical assistance engages key state and local partners in understanding their roles and responsibilities in achieving successful reintegration of youth offenders. The Young Offender Demonstration Grant Project is intended to promote the building of multi-system partnerships that signals a new understanding of "reentry." The goal is to expand the public view of reentry beyond a "corrections" program, and to show how it is a multi-system response in which a range of



comprehensive services is coordinated (e.g., supervision, workforce preparation, mental health and substance abuse treatment, educational services).

Technical assistance should be designed and delivered in a manner that supports empowerment of local communities to implement young offender programs. Technical assistance serves as a facilitator for the grantee and for the community, which is the "customer" of the project. Wherever possible, technical assistance should help grantees to draw on existing local expertise and resources to implement programs. Engaging the community from the outset of the project generates "buy-in" and promotes sustainability after federal funding ends.

Technical assistance should provide staff training, team building, and cross training.

Grantees are expected to maintain appropriate staffing levels to provide the intensity and quality of case management required to effectively work with the target population.

The grantee will be required to submit a staff-training plan that will enhance existing skills required for the job, promote cross-training between disciplines, and support employee development.

The DOL/ETA expects the TA contractor to coordinate technical assistance related to staff training with activities funded under a separate grant with the National Center for Strategic Nonprofit Planning and Community Leadership (NPCL) for the Leadership Institute. The Institute offers intensive week-long training designed to build the capacity of front line staff to work effectively with young people. To date over 1,600 staff from the Youth Opportunity Grant sites have participated. In 2002, the Institute will be expanded to offer staff training related to working with young offenders and youth at risk of court or gang involvement. (See Task 10.)

Each grantee will have access to a pool of national practitioners who may serve as facilitators to help the grantee/community successfully implement their program. The TA contractor, in consultation with the Federal partners, will assign a site facilitator who will serve in an advisory role. The DOL/ETA will identify a cadre of site facilitators who have "on the ground" experience in collaboration, problem solving, and demonstrate at least one core area of expertise (e.g., supervision, workforce development, substance abuse, quality management, mental health). While the site facilitators may be a practitioner expert in one field, they should be open to bringing in other perspectives reflected in the multi-system partnership.

All technical assistance is advisory, and should reflect a team approach, involving the lead project officer, grantee, and technical assistance contractor and site facilitator. While requests for technical assistance originate with the site's project director, there should be processes for input and information sharing among other members of the "team." However, team members should respect each other's roles and responsibilities. It should allow as much local flexibility as possible, but also include "checks and balances." Technical assistance is intended to ensure that grantees incorporate the required elements of the Demonstration Grant projects.

## **C.6 TASKS**

While the technical assistance contractor will coordinate on-site and off-site support primarily to the grantees funded under Rounds Three and Four of the project, the contractor may be asked to assist DOL/ETA in responding to related requests for information, resources, and training from the field, especially state and local workforce partners, including Youth Councils and local workforce investment boards (WIBs). The DOL/ETA expects that with the growing national interest in reentry planning, more state and local governments will recognize the importance of collaboration across agencies charged with ensuring public safety, public health, education, housing, and employment opportunity. Since a fundamental goal of the Young Offender Initiative: Demonstration Grant Project is to build the capacity of the workforce investment system to serve youth offenders and at-risk youth more effectively, technical assistance should promote the development of resources, training, and tools that non-grantees could access to improve the quality of their services to this population

Overall responsibilities will include, but not be limited to: (1) facilitating cross-site sharing of information and promising practices; (2) managing a pool of site facilitators, chosen by the contractor, in consultation with DOL/ETA, to work with grantees in building multi-system partnerships to support service delivery to the targeted population; (3) working with the Contracting Officer's Technical Representative (COTR) and the other lead project officers to help resolve problems; and (4) keeping DOL/ETA and other Federal partners informed of the sites' progress; and (4) providing expert assistance, as needed and requested. The contractor will work closely with each project to create linkages and develop a system for providing comprehensive services to the eligible population.

Specifically, the contractor will perform the following tasks:

Task 1. Prepare deliverables. The contractor shall deliver the following reports at the time and in the number of copies specified to the project officer designated in the contract:

A. Ten (10) copies of draft and final technical assistance work plans. Not later than four weeks after the contract award, the contractor will submit a detailed technical assistance strategy and work plan to the COTR. This plan should address how the technical assistance contractor will deliver expert, tailored technical assistance in areas that

B. include, but are not limited to, community supervision; criminal and juvenile justice involvement; job training, placement and support; mental health treatment; and substance abuse treatment. This work plan must detail how technical assistance will be provided on a wide range of management, programmatic, and management information system issues. Technical assistance may be provided through several techniques, including site and cross-site visits, training for individual grantees or groups of grantees, phone conferences and consultations, provision or development of pertinent documents, and group presentations. The technical assistance strategy must describe, among other things:

\* What specific types of technical assistance are likely to be needed at various phases of program development and implementation; \* How technical assistance needs will be identified; \* Proposed technical assistance delivery mechanisms; and \* The method for managing, monitoring, and tracking the delivery of technical assistance. The DOL/ETA expects that the TA contractor's project director will be co-located at the Department.

After the COTR reviews the work plan and provides appropriate feedback, the contractor will submit a final work plan no later than 10 business days after receiving the COTR's comments.

B. Quarterly reports. The contractor must submit quarterly reports that describe key accomplishments, problems identified, technical assistance provide and the result of the technical assistance. The contractor must submit these reports to the COTR. The COTR may request more detailed reports to be developed independently or in cooperation with the national evaluation contractors, to update information on the progress and accomplishments of each site. The technical assistance contractor will have major responsibility for preparing these reports.

C. Twenty-five (25) copies of final report. The COTR and technical assistance contractor will jointly develop the content of the final report. It must include, but not be limited to, highlights of each site's accomplishments, technical assistance needs requested and addressed, results achieved, lessons learned, and promising practices. Three copies of an outline of the final report will be due four months before the report is due. Ten copies of a draft final report will be due 60 days before the report is due. Within 30 days of receiving comments, the technical assistance contractor must prepare and submit a final report to the COTR.

D. Oral briefings. If requested by the project officer, the contractor shall present oral briefings on the final reports.

Task 2. Plan and Conduct Partner (Grantee) Meetings. The contractor is responsible for making all logistical arrangements for meetings involving the Demonstration Grant Project grantees. Responsibilities include assisting the Federal partners in defining the agenda and securing speakers and facilitators, handling all logistics and other meeting-related tasks. At a minimum there will be a total of two meetings during the grant period. These meetings include an introductory conference to be held no later than October 30, 2002 provide an orientation to the grantees. Additional conferences will facilitate information sharing and problem solving across sites and identify promising practices. The meetings will average 2.5 days each. Grantees are expected to send no more than four people, including the project

director, to each meeting. (Grantees are responsible for covering the costs of travel, hotel, and related expenses through their grant award or other funds.)

Task 3. Manage Site Facilitators. The contractor, in consultation with DOL/ETA (\*fn12) will identify a pool of site facilitators who will be available to work with the grantees to identify and address a range of technical assistance needs that emerge during project planning and implementation. Site facilitators should be youth development practitioners with the experience to provide on-site technical assistance in a multi-site national demonstration project. In submitting the names of proposed site facilitators, the technical assistance contractor should provide documentation of the individual's qualifications and areas of expertise (e.g., resumes). The site facilitator's main role is to ensure that sites funded through the Demonstration Grant Project reflect the nine criteria described under "Structured Model Requirements" in the solicitation (\*fn13).

The site facilitators will be practitioners with demonstrated knowledge and expertise in promoting group process, problem solving, team building and youth and adult development. Additionally, site facilitators will have expertise in at least one of the core areas represented by the Federal partners: workforce development and preparation; corrections/law enforcement; juvenile/criminal justice system; and mental health and substance abuse treatment.

The site facilitators will work as subcontractors to the TA contractor. Once the site facilitators have been selected and approved, the TA contractor will be responsible for making all contractual arrangements and handling billings and payment for the facilitators' time and expenses. The rate for site facilitators may not exceed \$450 per day plus expenses without prior approval of the COTR.

Task 4. Hold Orientation Meeting for Site Facilitators - The technical assistance contractor must plan and conduct an orientation for all site facilitators, preferably before the site facilitators conduct an initial site visit with the lead project officer. This orientation meeting, to be planned in consultation with DOL/ETA, will provide site facilitators with an overview of both grant programs; review expected outcomes and reporting requirements; discuss the national evaluations in order to identify areas for collaboration and information sharing; and identify strategies to support sites in the first three months of project implementation. The lead project officers will participate in the meeting. Representatives of other federal agencies may also be invited to attend, primarily to provide information about the programs and resources available to support local Youth Offender Demonstration Grant Project sites.

Task 5. Establish linkages between Demonstration Grant sites and the local One-Stop Delivery System as well as with the actual One-Stop Centers. The technical assistance provider will work with the Demonstration Grant sites to identify and develop linkages that enhance employability and employment; and ensure that sites coordinate with and use resources available through local employers, educational institutions, mental and substance abuse organizations, and criminal/juvenile justice agencies.

Task 6. Assist the Demonstration Grant sites to expand services in the following four core areas: 1. Gang prevention; 2. Alternative sentencing and community service; 3. Aftercare; and (4) route counseling (i.e., case management).

Task 7. Ensure that sites provide age-appropriate services. The technical assistance contractor will support efforts to provide tailored services for younger youth (ages 14-17) (\*fn14) and older youth (ages 18-24), as well as focusing on the at-risk youth population in the Demonstration Grant Project.

Task 8. Support sites in collecting, reporting and using data for project management, participation in the national evaluation, and continuous improvement. The solicitation requires that all grantees maintain participant records and compile data on 16 core elements that may include, but will not be limited to those elements that appear in Part II, C.2 of the solicitation ( see ("Reporting Requirements"). The Department expects that grantees will establish a Management Information System (MIS) that allows them to collect and report the required data. In addition, grantees must report progress on a quarterly basis (including the core data elements) and identify and present the results of project interventions. The technical assistance contractor should be prepared to assist grantees in these tasks, as needed, and to help sites use the information to monitor project progress and improve site operations. Ongoing communication with the national evaluator will help to identify those sites that may need technical assistance in these areas. Task 9.

Provide Ongoing Technical Assistance to Grantees and Other Local and State Workforce Partners. The technical

assistance contractor must develop a system to work with DOL/ETA regional and national office staff to identify opportunities for providing technical assistance across sites. The plan should ensure that technical assistance requests are addressed in a timely manner, follow-up with sites to determine if technical assistance has had a positive impact on the project and document all technical assistance activities. This training may be delivered on-site, via teleconference, conference calls, or through distance learning.

In addition to assisting the grantees, the TA contractor should be prepared to consult with and provide support to other state and local workforce partners that may seek assistance in serving youth offenders more effectively. Examples of this support might include participating in audio or teleconferences, training Youth Council members and/or One-Stop Delivery Systems on implementing the public management model, providing material to be posted under the Programs and Services section of the Office of Youth Services web site, and helping ETA to disseminate tools and resources, in both printed and electronic formats. The contractor should plan to allocate about 20percent (of their time on providing technical assistance for this wider audience.

Task 10. Work with other current DOL/ETA contractors and grantees who have experience operating programs for youth and youth re-entering their communities after incarceration, as requested. DOL/ETA expects the TA contractor to coordinate with other individuals and /or organizations that are currently assisting DOL/ETA with a range of services, resources and training that may complement and enhance technical assistance provided under the Youth Offender Demonstration Grant Project. An example of this coordination would be helping staff from Demonstration Grant project sites to use the information and strategies they learn from participation in the Youth Practitioner's Leadership Training Institute to work more effectively with the youth in their projects (\*fn15).

Task 11. Identify Promising Practices. The technical assistance contractor will help sites to identify promising practices and to collect materials, information, tools, and related resources that can be shared across sites and with other communities that are planning similar young offender programs. Promising practices would include, but not be limited to, practices in the area of community supervision; job training, placement and support; mental health treatment; and substance abuse treatment. Technical assistance will include promoting the value of sites using the Promising and Effective Network (PEPNet) criteria for effective program practice and encouraging them to apply for PEPNet recognition. More information on PEPNet is available on line at: <http://www.nyec.org/pepnet/index.html>.

## C.7 DEFINITIONS

In this Request for Proposal:

(1) GRANTEE - The organization or entity that receives funds under the Young Offender Initiative: Demonstration Grant Project.

(2) LEAD PROJECT OFFICER- Department of Labor/Employment and Training Administration (DOL/ETA) staff who serves as the Federal point-of-contact for individual grantees. The lead project officer, working under the Grant Officer, is directly responsible for any action that is part of the official grant file and is the sole signature authority for any action that is recommended to the Grant Officer. In the Department of Labor, the lead project officer is called the Grant Officer's Technical Representative (GOTR).

(3) CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)- The principal Federal staff person that has chief responsibility for overseeing and managing official contracts awarded by the government agency. This lead project officer recommends modifications to the contract to the contracting officer.

(4) GRANTEE PROJECT DIRECTOR - An individual designated by the grantee to oversee and coordinate the implementation of the grant activities. The grantee project director is the grantee's point-of-contact.

(5) SITE FACILITATOR - An individual who is assigned, by the technical assistance (TA) contractor, to work with one or more grantees (also known as "sites") to support the success of the program. The site facilitator's main role is to promote discussion among stakeholders that leads to identifying and addressing a range of technical assistance needs that may emerge during project planning and implementation. The Department of

Labor/Employment and Training Administration will select the site facilitators. However, the technical assistance (TA) contractor may recommend prospective facilitators who demonstrate experience and expertise for the project.

(6) FEDERAL PARTNERS - Representatives of other Federal agencies that provide funding and resources related to implementing the Young Offender Initiative: Demonstration Grant Program. These agencies may include the Departments of Justice, Education, Health and Human Services, and Housing and Urban Development.

(6) YOUTH DEVELOPMENT -A process of engaging young people in a way that moves them from less mature to more mature ways of thinking, feeling, and acting. The process helps young people acquire abilities that are helpful in adulthood. These abilities include the capacity to act in ways to ensure their best current and future health, cope with positive and adverse situations, develop and effectively use critical thinking skills, gain the functional skills necessary for employment and choosing a career, work with others and sustain positive relationships, and respect the diverse background of others.

### **C.8 SPECIAL REQUIREMENTS**

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

Project Direct (60 - 80%)

### **C.9 FOOTNOTES**

1. See below for further detail on the Youth Offender and At-Risk Youth: Public Management Model for State and Local Workforce Development Agencies.
2. See, Allen J. Beck, Ph.D. and Paige M. Harrison, "Prisoners in 2000," Bureau of Justice Statistics Bulletin, U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics, August, 2001, page 1.
3. See Juvenile Offenders and Victims: 1999 National Report, U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Washington, D.C., September 1999.
4. See "Study Shows Building Prisons Did Not Prevent Repeat Crimes," Fox Butterfield, New York Times, June 3, 2002.
5. See, for example, the Interim Report: Youth Offender Demonstration Project Process Evaluation, U.S. Department of Labor, Employment and Training Administration (Research and Evaluation Monograph Series 01-F, 2001) and Study of Services and Outcomes: Youth Offender Demonstration Grant Projects, Round One, U.S. Department of Labor, Office of Inspector General (Report No. 2E-03-356-0001, 2002) for evaluations of the Youth Offender Demonstration Projects.
6. David E. Balducchi, Foreword in Youth Offender Demonstration, Round One, Final Technical Assistance Report, U.S. Department of Labor, Employment and Training Administration (Research and Evaluation Monograph Series 02-B, 2002). This section is drawn from the Forward, cited above.
7. Youth Offender Demonstration, Round One, Final Technical Assistance Report, U.S. Department of Labor, Employment and Training Administration (Research and Evaluation Monograph Series 02-B, 2002, p. iv).
8. A more detailed discussion of the technical assistance provided to Round One Youth Offender Demonstration Project sites is available in the Youth Offender Demonstration, Round One, Final Technical Assistance Report, U.S. Department of Labor, Employment and Training Administration (Research and Evaluation Monograph Series 02-B, 2002).
9. Interim Report: Youth Offender Demonstration Project Process Evaluation, U.S. Department of Labor, Employment and Training Administration (Research and Evaluation Monograph Series 01-F, 2001).

10. Youth Offender Demonstration, Round One, Final Technical Assistance Report, U.S. Department of Labor, Employment and Training Administration (Research and Evaluation Monograph Series 02-B, 2002, p. v-vii).

11. See, for example, "Role of the Coaches in the Youth Opportunity Grants Program," [http://www.doleta.gov/youth\\_services/pdf/coaches.pdf](http://www.doleta.gov/youth_services/pdf/coaches.pdf).

12. While the TA contractor will recommend individuals to serve as site facilitators, based on their experience and qualifications, the Department of Labor will make the final selection.

13. These refer to the nine organizational attributes, including creation of a well-conceived plan; previous experience with the juvenile and criminal justice system; collection and maintenance of project data; development of a community support network; maintenance of strong grantee involvement; effective connection of workforce and justice systems; leveraging of resources through collaboration and partnerships; development of a continuous improvement system; and shared leadership and information.

14. Younger youth require different sets of treatment and skills programming than youth 18-24 years old, as they may have less exposure to the world of work and few of the necessary work-related skills or may not be able to enter into long-term, full-time work until they are older. Services intended for younger youth should therefore focus on pre-employment training, education, treatment and appropriate employment in preparation for long-term employment when they reach an appropriate age. Young Offender Initiative: Demonstration Grant Program solicitation, <http://wdsc/doleta.gov/sga/sga/01-109sga.htm>, p. 11.

15. The DOL/ETA already funds the National Center for Strategic Nonprofit Planning and Community Leadership (NPCL) to operate the Youth Practitioner's Leadership Institute. The Institute engages youth practitioners (i.e., Project Directors, Case Managers, Youth Specialists and Job Developers) in intensive, weeklong, residential training related to working effectively with youth. Many of the Leadership Institute's training modules also address specific needs of the Youth Offender population in its curriculum. Examples include: Working with Urban Youth, Working with Gangs, and Effects of Chemical Dependency. Several other courses are generic, but are readily modifiable to increase focus on specific offender population needs. Examples include: Job Development Tool Box, Tools for Case Management, and Performance Management/MIS. For more information, go to: <http://www.npcl.org/program/yog.htm>.

**SECTION D - PACKAGING AND MARKING**

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

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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



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

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

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

**F.2 PERIOD OF PERFORMANCE**

The period of performance shall be twenty-four (24) months from the date of contract execution.

**F.3 LEVEL OF EFFORT**

The level of effort for this project is estimated at between 28 and 30 professional person years.

The technical assistance contractor must budget funds to cover both their administrative costs, as well as the on and off-site technical assistance that the site facilitators and other consultants will provide. The budget must also cover costs associated with holding two to three grantee partner meetings for the Demonstration Grant sites. However, grantees will cover their costs of transportation, lodging and related expenses for these meetings through their grants or other fund sources.

While the amount of on-site and off-site technical assistance may vary, depending on the needs of the grantee, the technical assistance contractor should budget a minimum of 40-50 full days of technical assistance that the site facilitators will provide to the grantees over the two year period. The majority of technical assistance will be provided in the first 18 months of the contractor's period of performance. The 40-50 days does not include the grantee partner meetings.

In preparing the cost proposal, offerors should review the specific tasks and deliverables described in Section C.6 of the solicitation.

**COORDINATION WITH NATIONAL EVALUATION**

The technical assistance contractor must work closely with the national evaluation contractor for the Demonstration Grant Project. (See Task 9 in Section C.6 of the solicitation). In conjunction with model building, based upon study findings, ETA has found that in a demonstration project a close partnership between evaluators and TA advisors enhance continuous improvement in the project sites.

**F.4 REPORTS/DELIVERABLES**

The contractor shall be responsible for submission of reports and deliverables as described in Section C.6 of the solicitation.

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

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

(B) The Government Authorized Representative is authorized to:

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

**G.2 INVOICE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

### **G.3 METHOD OF PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 BUDGET LINE ITEM FLEXIBILITY

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

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

### H.2 FRINGE BENEFITS

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

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

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

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

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

### H.4 TRAVEL AND PER DIEM

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

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

meeting or conference; the extent to which the traveler is familiar with establishments providing lodging and meals at a lower cost in certain localities, particularly, where repeated travel is involved; and the use of methods of travel where sleeping accommodations are provided as part of the transportation expenses.

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

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

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

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

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

## **H.5 USE OF AND PAYMENT TO CONSULTANTS**

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

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

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

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

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

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

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

(a) Accounting

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

(b) Auditing

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

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

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

**H.8 PRINTING**

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

**H.9 KEY PERSONNEL**

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

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

- Project Manager/Director
- 
- 
- 
- 
- 

**H.10 CONTRACT NUMBER IDENTIFICATION**



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

### **H.11 SUBMISSION OF CORRESPONDENCE**

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

### **H.12 OTHER CONTRACTORS**

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

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

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

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

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

### **H.14 DISPOSITION OF MATERIAL**

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

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

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

**H.16 FEDERAL REPORTS**

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

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

**H.17 DISCLOSURE OF CONFIDENTIAL INFORMATION**

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

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

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

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

-- Longshore workers instead of longshoremen.

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

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

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

-- Human beings or people instead of mankind.

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

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

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

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

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

-- The lawyer made her final summation.

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

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

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

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

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

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

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

## **H.19 HAZARDOUS OCCUPATION ORDERS**

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

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

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

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

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

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

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

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

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

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

Name of Contracting Officer: Keith A. Bond

Address: USDOL/ETA/DASET/OGCM/DCS  
200 Constitution Ave., N.W.  
Room C-4310  
Washington, D.C. 20210

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

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

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

## **H.22 PERFORMANCE STANDARDS**

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

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

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

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

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

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

"This project has been funded, either wholly or in part, with Federal funds from the Department of Labor, Employment and Training Administration under Contract Number N/A the contents of this publication do not necessarily reflect the

views or policies of the Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement of same by the U.S. Government."

**H.25 INDIRECT COSTS**

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

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

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

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

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

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

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

BLOCK 1

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

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

BLOCK 2

(For special indirect cost ceilings)

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

OR

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

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

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

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

Director, Office of Cost Determination (OCD)  
U.S. Department of Labor, OASAM  
200 Constitution Avenue, N.W., Room S-1310  
Washington, D.C. 20210  
Tel. (202) 693-4102

(End of Clause)

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	FEB 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC 2001
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED	DEC 2001

	VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2002
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## **I.2 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)**

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

(a) Invoice payments--



## (1) Due date.

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

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

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

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

## (2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) 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).

(4) 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.

(5) 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.

(6) 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.

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **I.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

[www.arnet.gov/far/loadmain.html](http://www.arnet.gov/far/loadmain.html)

### **I.4 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**

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

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

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

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

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

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

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

<b>ATTACHMENT NUMBER</b>	<b>TITLE</b>	<b>DATE</b>	<b>NO. PAGES</b>
<b>J.1</b>	<b>CONTRACT PRICING PROPOSAL COVER SHEET, SF 1411,</b>		<b>(1 PAGE)</b>
<b>J.2</b>	<b>COST AND PRICE ANALYSIS, ETA 8555,</b>		<b>(8 PAGES)</b>
<b>J.3</b>	<b>STATEMENT OF FINANCIAL CAPABILITY, ETA 8554,</b>		<b>(2 PAGES)</b>
<b>J.4</b>	<b>COST CONTRACTOR'S INVOICE, ETA 3100-1</b>		<b>(1 PAGE)</b>
<b>J.5</b>	<b>COST CONTRACTOR'S DETAILED STATEMENT OF COST, ETA 3-2</b>		<b>(1 PAGE)</b>
<b>J.6</b>	<b>VETS-100 - FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT,</b>		<b>OMB 1293-0005 (2 PAGES)</b>
<b>J.7</b>	<b>PAST PERFORMANCE REFERENCE INFORMATION</b>		<b>(2 PAGES)</b>
<b>J.8</b>	<b>PAST PERFORMANCE EVALUATION QUESTIONNAIRE</b>		<b>(2 PAGES)</b>
<b>J.9</b>	<b>ORAL PRESENTATION EVALUATION QUESTIONNAIRE</b>		<b>(2 PAGES)</b>

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

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

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

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

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-----



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definition.

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

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

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

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed 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.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

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

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

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

**K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

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

**K.9 SIGNATURE BLOCK**

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

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

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

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

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

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

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

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

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

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

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

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

NUMBER	TITLE	DATE
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**L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001) ALTERNATE I (OCT 1997)**

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

(ii)(A) Any proposal, modification, revision, or withdrawal received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile

Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

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

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

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

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

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

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

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

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



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

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

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

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

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

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

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

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

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

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

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

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

**L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)**

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

Keith A. Bond

Hand-Carried Address:

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

Mailing Address:

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

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

**L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

[www.arnet.gov/far/loadmain.html](http://www.arnet.gov/far/loadmain.html)

**L.6 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 all "relevant" contracts and subcontracts completed during the past three (3) years and all contracts and subcontracts currently in process. The reference should be on project/work similar in nature. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

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

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

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

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

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

**L.7 ORAL PRESENTATION**

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

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

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

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

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

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

4. Offeror's presentation team: A maximum of five contractor personnel (prime and subcontractor) may participate. These individuals/presenters will attend the oral presentation and the question and answer session and shall answer questions directed to them. The presentation shall be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis or as designated in Sections C.6 and L.10. The Project Director who will have a 100% time operational responsibility for contract performance shall be present and shall, at a minimum, answer questions directed to him/her during the question and answer session.

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

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

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

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

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

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

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

#### 7. Government Personnel:

Contract Specialist and/or Contracting Officer.

Federal Staff to assist in the administration of the presentations.

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

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

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

presentation. The offeror may not use or submit any other media documents. "The offeror shall submit its set of overhead transparencies and five (5) paper copies to the Government in a sealed package with its offer" (see L.7). Failure to submit the overhead transparencies and paper copies by the date established for receipt of offers will cause the offer to be rejected as non-responsive.

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

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

## **L.8 SUBMISSION OF PROPOSAL**

### **(A) - General Instructions:**

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

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

Part 1 - Original and two (2) signed copies of completed Standard Form 33, Solicitation, Offer and Award, Original and two (2) signed copies of Section K, the Representations, Certifications and other Statements of Offerors, and all attachments thereto except those items required in Part 2 and 3 will be submitted as outlined in their respective parts.

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

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

(2) Offerors shall submit an original and three copies of resumes of all "professional personnel" (See Section M.2(B));

(3) Offerors shall submit an original and three copies of relevant past performance information (See Section L.6 and M.2(D)); and

(4) Offerors shall submit an original and three copies of their technical approach (See Section M.2(C)). (PLEASE NOTE: There is a page limit not to exceed 20 double-spaced, single-sided pages with 1 inch margins. Text type shall be at least 12 pitch or larger. Responses under this evaluation criteria that do not meet the requirements may be determined technically unacceptable and not considered for award.)

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

Part 3 - A detailed Business Management Proposal as further outlined in the below instructions and consisting of:

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

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

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

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

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

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

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

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

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

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

- (a) Include the backup data to support the type of labor and estimated numbers of hours within each category.
- (b) Include a breakdown of the amount estimated for travel including destination, duration, purpose and cost (per diem and transportation).
- (c) Include backup data to support the estimated amount of material and subcontracting (if applicable) including description of materials to be procured, basis for proposed subcontract, type of subcontract and amounts proposed.
3. List the names and addresses of any subcontractor\* the offeror intends to use in the performance of a resulting contract. Include the following information about the subcontract(s).
- (a) How subcontractor was selected?
- (b) Has the subcontractor submitted a cost proposal?
- (c) Will he be able to start performance at the start of the contract period?
- (d) What is the total cost of (each) subcontract?
- (e) What services (skills) will the subcontract provide?
- (f) What experience do they have in this technical area?

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

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

### **L.9 LETTERS OF COMMITMENT - KEY PERSONNEL, (OCT 2000)**

1. All proposed key personnel listed in Section M.3.A require written, signed (by employee/contingency hire), and dated letters of commitment. The Offeror shall provide letters of commitment from current employees that state they: (1) will remain employed by the Offeror; and (2) will work full time, or the percentage of time designated in the RFP, for at least six months on the resultant contract if awarded to the Offeror. The letters of commitment must reflect agreement on salary, benefits and position.
2. Letters of commitment must also be submitted for contingency hires, defined as persons not currently employed but who have executed a binding letter of commitment for employment with the Offeror, if the Offeror receives award under subject solicitation. The letter of commitment must reflect agreement on salary, benefits and position. New hires may not be proposed for key personnel. (A new hire is defined as specified or unspecified persons to fill an empty position who are neither identified as a current employee of the Offeror (or proposed subcontractor) nor as a contingency hire).
3. For those key personnel designated by the Contracting Officer, a binding signed employment contract between the key person(s) and the employer/offeror contingent upon DOL awarding the employer/offeror the resultant contract must be provided with the proposal in order for the proposal to be considered responsive or technically acceptable. The employment contract must:
- (1) be for at least six months from the date of the award of the contract by DOL to the employer/offeror;
- (2) state that the employee will work full time, or the percentage of time designated in the RFP, on the resultant contract if awarded to the employer/offeror; and
- (3) the employment contract must address salary, benefits, and position.



(PLEASE NOTE: Letters of Commitment will be required from ONLY those offerors who make the competitive range.)

### **L.10 CONFIRMATION OF PROPOSED KEY PERSONNEL (OCT 2000)**

The following certificate shall be provided upon request by the Contracting Officer should discussions be required and revisions and/or best and final offers be requested.

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.11 SPECIAL REQUIREMENTS**

The contractor shall be required to provide the necessary personnel to accomplish each task listed above. The key personnel position and their required time commitment is - Project Director (60-80%)

### **L.12 REQUEST FOR CLARIFICATION (RFC)**

All Requests For Clarification (RFC) must be received no later than 5:00 p.m. local time, September 6, 2002.

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

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

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

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

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

The second step will involve evaluation of an ORAL PRESENTATION presented by each of the offerors within the Competitive Range. Evaluation of oral presentations will consist of the offeror's CAPABILITY TO PERFORM THE WORK (evaluation factor D listed below). Therefore, each offer should contain the best terms from a cost or price and technical standpoint

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

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

When the offerors within the competitive range are considered essentially equal in terms of technical, past performance and other no-cost factors (if any), or when cost is so significantly high as to diminish the value of the technical superiority to the Government, cost may become the determining factor for award. In summary, cost/no-cost trade offs will be made, and the extent to which one may be sacrificed for the other if governed only by the tests of rationality and consistency with the established factors.

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

**M.2 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE)****A. CONTRACTOR'S CAPABILITY TO PERFORM THE CONTRACT (30 points)**

The Government will evaluate each offeror's capability to perform the contract on the basis of its oral presentation and the responses it gives during the question and answer session that will follow the oral presentation. In making this evaluation, the government will consider an offeror's: (1) knowledge of the content of the work in terms of constituent activities, their inputs and outputs, and their interrelationships and interdependencies (See Section L.7 (5b); (2) recognition of the appropriate sequence and realistic duration of the work activities (See Section L.7 (5c); (3) knowledge of the appropriate types of resources required to perform the work activities (See Section L.7 (5d); (4) familiarity with the

difficulties, uncertainties, and risks associated with the work (See Section L.7 (5e); and (5) knowledge of the personnel and subcontractor qualifications necessary to the performance of the work (See Section L.7 (5f).

#### B. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (25 points)

This section of the proposal shall include 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. Accordingly, 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.

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

The following information shall also be furnished:

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

Please be advised that offerors shall 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. It is expected that this position will require between 60 and 80 percent of the proposed individual's time. However, if more than one individual is proposed to direct the technical assistance activities (i.e., divided between the Reentry Grant sites and the Demonstration Grant sites), this amount of time may be divided accordingly. The project director(s) should have a minimum of five years experience in managing related work.
- (2) The experience and qualifications of all other proposed project professional staff, including staff assigned to handle planning and logistics for all grantee meetings and site facilitators;

(3) The adequacy of the time commitment of all personnel assigned to the project to perform the required tasks, according to task and subtask, (the number of hours per month that each individual will devote to each aspect of the project over its life), as well as "Letters of Intent" for each professional personnel. All professional personnel must devote a full time effort on this project except where percentage of time of professional personnel is designated in the RFP.

(4) A resume for each professional personnel to be assigned to the project. At a minimum, each resume shall include:

(a) The individual's current employment status and previous work experience, including position title, dates in position, duties performed, and employing organization. Duties shall be clearly defined in terms of the role performed, i.e., management, team leader, consultant. Also, indicate whether each individual is currently employed by the contractor, and (if so) for how long. (b) A statement of the work that the individual has completed or which is currently underway for work that is relevant to the proposed work. (c) The individual's educational background; and (d) The position to which the individual would be assigned for the project and the type of work that they would perform in that capacity;

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

### C. TECHNICAL APPROACH (25 Points)

Your technical proposal should be specific and complete. It should reflect a thorough understanding of the requirements outlined under Section C, "Statement of Work." The technical proposal includes Parts A and B, below:

#### PART A - DESCRIPTION OF TECHNICAL APPROACH (15 Points)

The description of your technical approach should not exceed 20 double-spaced single-sided, numbered pages. Please use a font size of at least twelve (12) pitch.

Please organize the presentation of your technical approach as follows:

Your approach should reflect an understanding of : (1) the goals of the Youth Offender Demonstration Grant Project; (2) objectives and guiding principles for technical assistance, as outlined in Section C.3, "Objectives of Technical Assistance;" (3) your knowledge and experience with related projects; and (4) your understanding of the multi-system programs and services that grantees are expected to operate. The approach should include, but not be limited to:

- a. Discussion of specific types of technical assistance that are likely to be needed at various phases of project development and implementation;
- b. Methods that you will use to identify technical assistance needs, including how you plan to engage the grantees, lead project officers, site facilitators and COTR in this process;
- c. Description of training methodologies you propose to use to deliver technical assistance;
- d. Methods for managing, monitoring, tracking and assessing the impact of technical assistance;
- e. Approach to managing and coordinating the work of site facilitators;
- f. Strategies to promote information sharing and problem-solving across project sites, among site facilitators, and with federal project officers;
- g. Examples of approaches that you will use in providing technical assistance that builds the capacity of staff, both in the lead agency and among its service providers, to deliver services that are age, gender, and culturally appropriate.

- h. Discussion of how expert assistance will be made available in the areas of community supervision; job training, placement and support; mental health treatment; substance abuse treatment;
- i. Discussion of proposed activities to support sites in building their capacity to collect, organize and use data for improving site operations as well as reporting the required data for the national evaluations and the Government;
- j. The main challenges you expect to face in providing technical assistance to grantees under the Young Offender Initiative: Demonstration Grant Project and how you will address them; and
- k. Plans to ensure that technical assistance contributes to local capacity-building and sustainability beyond the Federal grant.

## PART B. PRELIMINARY WORK PLAN (10 points)

The work plan should show how you plan to implement each required task, outlined in Section C.6, and develop the deliverables, described in Section C.6. The work plan should include, but not be limited to:

\* Specific subtasks and activities to accomplish the required tasks; \* A time line or targeted dates for completing the tasks; \* Benchmarks or indicators that you will use to monitor progress in accomplishing the tasks; \* Who will be engaged in completing the task and what role they will play; and; \* Factors, events, or other conditions that may affect accomplishing the tasks, as planned, and how you will address them.

NOTE: Please be as specific as possible. The technical assistance contractor will develop a final work plan in consultation with the COTR and Federal partners. PLEASE BE ADVISED THAT OFFERORS WILL BE EVALUATED UNDER THIS FACTOR BASED ON THE FOLLOWING:

## PART A

- (1) The approach demonstrates a capacity to marshal a range of expertise and resources to help sites build local multi-system partnerships involving criminal and juvenile justice, workforce development, mental health, substance abuse, and other stakeholder groups that can support effective reentry and young offender programs.
- (2) The technical approach embodies the Objectives and Guiding Principles listed in section C.5 of the Statement of Work.
- (3) The approach facilitates local capacity building and staff training.
- (4) The approach reflects an understanding of the goals and requirements of the Demonstration Grant Project, including the different needs of younger (14-17) and older (18-24) youth offenders and at-risk youth.

## PART B

- (1) The proposed work plan covers all required tasks and deliverables.

## D. CONTRACTOR'S PAST PERFORMANCE (20 Points)

This criterion shall represent up to 20% of the total score of the proposal. Award may be made from the initial offers without discussions. However, if discussions are held offerors will be provided the opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating. Past Performance shall include evaluating offerors with no relevant performance history, and shall provide offerors an opportunity to identify past or current contracts (Federal, State, and local government and private) for efforts similar to the Government requirement.

Offerors shall provide a clear delineation of prior work in the conduct and facilitation of forums, conducting research to gather relevant data for analyses and compilation, demonstrated knowledge of techniques used and skills applied in the development, design, implementation, and evaluation of a successful Marketing Outreach Campaign. 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. Offerors without relevant past performance history or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. In this instance the offeror would receive a neutral score.

#### E. PRICE

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

### M.3 DETERMINING BEST OVERALL VALUE

In order to determine which offeror represents the best overall value, the Contracting Officer will make a series of paired comparisons among only those offerors that submitted acceptable offers (proposals). If, in any paired comparison, the offeror with the higher expected value also has the lower price, then the Contracting Officer will consider that offeror to represent the better overall value. If the offeror with the higher expected value has the higher price, then the Contracting Officer will decide whether the difference in expected value is worth the difference in price. If the Contracting Officer decides that it is, then they will consider the offeror with the higher expected value and the higher price to represent the better overall value. If not, then the Contracting Officer will consider the offeror(s) with the lower expected value and the lower price to represent the better value. The Contracting Officer will continue to make paired comparisons in this way until they have identified the best overall value.

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