

TITLE: NATIONAL AGRICULTURAL WORKERS SURVEY

The U. S. Department of Labor, Employment and Training Administration (DOL/ETA), is soliciting proposals to conduct a minimum of 1,500 interviews per year to produce the data profile of hired crop farm workers at the national and regional levels, and provide data support.

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

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

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

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

Solicitation Number:	DOL071RP20111
Issue Date:	03-02-2007
Due Date:	04-06-2007
Time:	2:00 p.m. E.S.T
Program Office:	1630
Contracting Officer:	Keith A. Bond
Contact Point:	David Houston
Phone:	202-693-3297
Fax:	202-693-3846
E-Mail:	houston.david@dol.gov
Set Aside:	N/A

PERTINENT TECHNICAL SECTIONS OF SOLICITATION

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

Section B - Supplies or Services and Price/Costs
Section C - Description/Specifications/Statement of Work
Section F - Deliverables or Performance
Section L - Instructions, Conditions and Notices to Offerors
Section M - Evaluation Factors for Award

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 71
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DOL071RP20111		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03-02-2007
7. ISSUED BY U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Avenue, NW Room N-4655 Washington DC 20210		CODE ETA	8. ADDRESS OFFER TO (If other than Item 7) U. S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Avenue, NW N-4655 Washington DC 20210			

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

SOLICITATION

9. Sealed offers in original and See Section L.7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in until 2:00 p.m. E.S.T. local time 04-06-2007
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME David Houston	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202-693-3297	C. E-MAIL ADDRESS houston.david@dol.gov
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 202-693-3297		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	
		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) U. S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Avenue, NW Room: N-4655 Washington DC		25. PAYMENT WILL BE MADE BY U. S. Department of Labor, ETA/OGCM Division of Accounting 200 Constitution Avenue, NW Room: N-4702 Washington DC 20210	CODE ETA
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

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

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

SERVICES ORDERED

Title: **National Agricultural Workers Survey**

The U. S. Department of Labor, Employment and Training Administration (ETA) is soliciting proposals to conduct a minimum of 1,500 interviews per year to produce the data necessary for an accurate demographic, employment, and health profile of hired farm workers at the national and regional levels, and provide data, programming, and analysis support. The survey is intended to interview randomly selected hired crop farm workers.

Solicitation No. is DOL071RP20111

The period of performance will be twelve (12) months from the date of contract execution plus four (4) 1-year options to extend at the discretion of the Government.

The solicitation is unrestricted.

A cost reimbursement type contract is contemplated for this requirement.

Closing time and date are April 6, 2007 at 2:00 p.m. local time.

The incumbent contractor under this solicitation is Aguirre International, Inc. of Burlingame, California under contract number DOLJ051A20105. The contract was awarded on June 29, 2001 in the amount of \$459,305. The total amount awarded under the contract was \$9,247,355, inclusive of options.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN 2:00 PM LOCAL TIME, March 15, 2007.

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

The Government will not provide any information concerning requests for clarifications in response to telephone calls from offerors. All requests will be answered electronically and will be available to all offerors at the DOLETA Internet site (www.doleta.gov/sga/rfp.cfm). Offerors interested in being placed on a bidders list and networking for the above referenced RFP, please provide the Name and Address of Organization, Telephone Number, and Point of Contact electronically to Mr. David Houston at houston.david@dol.gov by 2:00 p.m., March 15, 2007.

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

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

The U. S. Department of Labor, Employment and Training Administration (ETA), is soliciting proposals to conduct a minimum of 1,500 interviews per year to produce the data necessary for an accurate demographic, employment, and health profile of hired crop farm workers at the national and regional level, and provide data, programming, and analysis support.

C.2 BACKGROUND

The Federal Government has gathered farm worker demographic and employment data continuously through the postwar period. Federal, State, and Local government agencies, as well as private organizations, utilize the information in various programs that aim to improve the well being of farm workers and their dependents. At the Federal level, these programs include Migrant Head Start, Migrant Education, Migrant Health, and the National Farmworker Jobs Program.

From the mid 1940s to 1987 the data was collected via a supplement to the Current Population Survey (CPS) and was analyzed by the U. S. Department of Agriculture. In 1988, and as a result of the Immigration Reform and Control Act of 1986 (IRCA), the responsibility for collecting the data was transferred to the U.S. Department of Labor (DOL). To comply with the IRCA mandate, which required DOL to estimate the rate at which seasonal agricultural workers exited the farm labor market, DOL launched the National Agricultural Worker Survey (NAWS). Unlike the CPS, which is a household survey, the NAWS locates farm workers at their place of employment. The NAWS will be used for collecting demographic, employment, and health information on hired crop farmers for the time period specified in Section C.5, Task 5.

Since 1988, DOL has collaborated with several Federal Government agencies to improve and often times add new questions to the survey. In addition to the agencies that administer the four Federal migrant programs identified above, these have included the Centers for Disease Control and Prevention, National Institute on Occupational Safety and Health, and the Environmental Protection Agency. Collaboration with these and other Federal agencies is expected to continue over the contract period with the aim of improving the survey's ability to meet the Federal Government's informational needs.

C.3 OBJECTIVES

The contractor shall furnish all management, personnel, facilities, equipment, and materials, except as otherwise specified herein as being provided by the Government, to produce the data necessary for an accurate demographic, employment, and health profile of hired crop farm workers at the national and regional level.

C.4 OVERVIEW OF THE WORK TO BE PERFORMED BY THE CONTRACTOR

(1) If a new contractor, the contractor shall take the training provided by the Government in accordance with the following:

- a) the transfer of all data files and programs related to carrying out the NAWS;
- b) a two-day orientation for the new contractor's data processing staff; and
- c) a two-day seminar for the senior interviewing staff of the new contractor.

(2) In the base year, interview approximately 500 randomly selected hired crop workers in one interviewing cycle that shall begin no later than June 15, 2007. If a new contractor, the geographic distribution of the interviews shall be provided by the Government.

(3) In each of the four Option Years, corresponding to federal fiscal years 2008-2011, interview a minimum of 1,500

randomly selected hired crop farm workers. For all years, the sample shall be distributed to represent the population of hired crop farm workers at the national and regional level.

- (4) Train interviewers and update the interviewer's training manual when necessary.
- (5) Code, clean, and analyze data gathered via the interviews.
- (6) Implement and maintain the NAWS sampling methodology.
- (7) Provide the deliverable items specified in Section C.6 of the RFP.

C.5 TASKS

TASK 1 - SAMPLING

- a. The contractor shall follow the sampling methodology, which is described in the document entitled "*Statistical Methods of the National Agricultural Worker Survey*," to obtain a sample of hired crop workers that allows for estimating their characteristics on a national and regional basis. The document is at <http://www.doleta.gov/agworker/statmethods.cfm>.
- b. When updated sampling frame data becomes available, e.g., Census of Agriculture data, the Contractor shall use the data to pull a new sample. New samples will be utilized beginning in the first interview cycle of the federal fiscal year following the availability of the updated data.
- c. When necessary, the Contractor shall modify the distribution of interviews among sampling units and/or modify the sampling units themselves to achieve more accurate regional estimates of demographic, employment, and health characteristics.
- d. The contractor shall use the Unemployment Insurance (UI) microdata from the Quarterly Census of Employment and Wages to develop the grower sampling frame. The contractor shall handle the data in accordance with Section H.29. "*Confidentiality and Security Requirements Associated with the Confidential Data of the Bureau of Labor Statistics: Selected Unemployment Insurance Microdata from the Quarterly Census of Employment and Wages*" which incorporates the BLS Commissioner's Order No. 3-04, dated October 4, 2004, entitled "*Confidential Nature of BLS Records*." Commissioner's Order No. 3-04 appears as **Attachment J.10** and is incorporated in this RFP.
- e. On an annual basis, the contractor shall transform the BLS microdata, which it will receive annually and directly from the BLS, into the appropriate grower sampling lists.
- f. The contractor shall clean, update, and enrich the sampling lists based on interviewer field records and other agricultural employer information it is able to obtain from sources such as the Internet, phone books, grower associations, and lists maintained by Federal, State, and County agencies.

TASK 2 - QUESTIONNAIRE REFINEMENT AND PRETESTING

- a. When necessary, and in consultation with the Contracting Officer's Technical Representative (COTR), the contractor shall modify the wording and/or reordering of questions. When necessary, the contractor shall test changes to the questionnaire before using it.

TASK 3 - INTERVIEWER TRAINING

- a. The contractor shall provide the necessary interviewer training to assure adherence to all survey protocols, preserve data quality, and maintain employer and farm worker participation rates that meet standards for this type of survey.

TASK 4 - ADVANCE SITE VISIT WORK

- a. Prior to sending interviewers to the field, the contractor shall attempt to notify the randomly selected growers that they have been chosen to participate in the survey. The notice will explain the survey's purpose and the potential benefits of participation to agricultural employers.
- b. When necessary to maintain acceptable participation rates, the contractor shall notify grower associations, farm worker program service providers, and relevant county agencies that the contractor will be visiting the selected area to conduct interviews.

TASK 5 - THE INTERVIEW PROCESS

- a. Once an employer has granted access to his/her employees, interviewers shall adhere to the protocols outlined in the training manual for approaching, selecting, and interviewing a random sample of the workers. The interviewers shall also record information that will enable the contractor to report grower and worker response rates by interview cycle.
- b. The contractor shall monitor interviewers' adherence to sampling and interviewing protocols.
- c. Except for the base year, the contractor shall conduct the interviews during three separate time frames (interviewing cycles) within a contract period. Contract periods shall correspond to federal fiscal years (October 1 to September 30). Each interviewing cycle shall last approximately 12 weeks. The first cycle shall begin in October, the second in February, and the third in May or June.
- d. The contractor shall allocate the yearly target population of interviews across the cycles and geographically within cycles according to the sampling method. The sample shall be distributed each year to represent the population of hired crop farm workers on a national and regional basis.
- e. In the base year, interview approximately 500 randomly selected hired crop workers in one interviewing cycle that shall begin no later than June 15, 2007. If a new contractor, the geographic distribution of the interviews shall be provided by the Government.
- f. In each of the four Option Years, corresponding to federal fiscal years 2008-2011, the contractor shall interview a minimum target population of 1,500 hired crop workers. Depending on the data needs of collaborating federal agencies, the target number of interviews could be as high as 4,000 per year. The target number of interviews will be decided by the COTR prior to the start of each federal fiscal year. Unless otherwise directed by the Contracting Officer, however, the Contractor shall only maintain a survey staff that will be needed to obtain the minimum number of 1,500 interviews per year.
- g. Interviewees shall be given an incentive of \$20.00 for participating in the survey. The contractor shall instruct interviewers to provide the incentive just prior to initiating the interview.

TASK 6 - DATA FILE PREPARATION

- a. The contractor shall transfer questionnaire responses to machine readable data files. As part of this process, the contractor shall review each returned questionnaire for completeness and accuracy and resolve questionnaire problems.
- b. As needed, the contractor shall re-code questionnaires and update the data entry system when questions are modified or new questions are added.
- c. The contractor shall maintain and update once per contract period the data programs (the programming language), data files, and codebooks for 1) all NAWS questionnaire variables, and 2) the created variables (called CRTDVARs) that has traditionally been used in report preparation. The update shall entail adding the most

recent year of interviews to the data files, codebooks and, as needed, modifying the programming language. The contractor shall create new variables, as needed, in conjunction with the COTR.

- d. The contractor shall maintain and update once per contract period the NAWS public use data set and codebook, adding to them the most recent year of interviews.
- e. The contractor shall maintain and update as needed a data file for calculating grower and worker response rates. Response rates shall be reportable by interview cycle, yearly, and biannually.

TASK 7 - WEIGHTING NATIONAL ESTIMATES

- a. Following the weighting scheme that is outlined in Appendix A of the document entitled “*Statistical Methods of the National Agricultural Worker Survey*,” the contractor shall weight the data in an appropriate manner to make estimates of the demographic, employment, and health characteristics of hired crop workers at the national and regional levels. The methods document is at <http://www.doleta.gov/agworker/statmethods.cfm>.

TASK 8 - SUPPORT FOR REPORT WRITING

- a. The contractor shall provide the COTR with the data programming and analysis support needed to enable the Government to write three reports on the demographic, employment, and health characteristics of hired crop workers. The reports will be similar to NAWS Research Report No. 9, which is available for download at <http://www.doleta.gov/agworker/naws.cfm>. *NOTE: The Government estimates that approximately five percent of a full time equivalent per year will be required for this task.*

TASK 9 - SUPPORT FOR RESPONDING TO DATA REQUESTS

- a. As needed, the contractor shall provide the COTR with the data programming and analysis support the COTR requires responding to requests for NAWS information that is not obtainable from the public use data set. *NOTE: The Government estimates that approximately five percent of a full time equivalent per year will be required for this task.*

TASK 10 - DELIVERABLES

- a. The contractor shall deliver the items listed in Section C.6 of the RFP.
- b. Specifications for reports and data files are described in Section C.6 of the RFP.

C.6 DELIVERABLES

The contractor shall deliver the following reports at the time and in the number of copies specified to ETA Federal Project Officer designated in the contract. In addition to the copies specified, copies shall include a camera-ready copy and an electronic copy.

a. Sample Selection Report

- (1) This report, to be completed once per year but which is not required for the base year, shall explain the sampling objective(s) and procedure for the ensuing three-cycle period.
- (2) The report shall include the allocation of interviews for each of the three cycles and the geographic distribution of interviews within each cycle.

b. Sampling and Weighting Methodology Report

- (1) This report shall only be required if the contractor modifies either the sampling or weighting procedures currently being

used.

(2) If required, the report shall update the current statistical methods document, describing all modifications to the sampling and weighting procedures and provide the rationale for the modifications.

c. Progress Report

(1) Two copies of this report shall be submitted bi-monthly, in either hard copy or electronic form. One copy shall be sent to the Contracting Officer and the second copy shall be sent to the COTR.

(2) This report shall contain the following information:

(a) The contract number,

(b) The reporting period,

(c) A description of the work performed during the reporting period,

(d) A description of the work that will be performed during the next reporting period, and

(e) A description of any technical or administrative problems encountered during the reporting period, and any anticipated problems for the next reporting period.

d. Budget Report

(1) Two copies of this report shall be submitted monthly, in either hard copy or electronic form, and may be submitted along with monthly invoices. One copy shall be sent to the Contracting Officer and the second copy shall be sent to the COTR.

(2) This report shall contain the following information:

(a) The total charge for the reporting period and the cumulative total charge,

(b) An itemized list of the costs incurred during the reporting period, including the following items:

i. Direct labor costs for and hours worked by in-house employees. These shall be furnished in total and by individual,

ii. Consultant fees – by individual and the work he/she performed,

iii. Direct material costs,

iv. Direct travel costs,

v. Direct subcontracting costs,

vi. All other direct costs,

vii. Indirect costs, and

viii. Fee

(c) The balance of funds at the end of the reporting period.

e. Restricted-use Data Set and Codebook

- (1) This data set shall be provided on CD ROM. Unless otherwise directed by the COTR, it shall only be provided to the COTR.
- (2) The data set shall contain the following five files:
 - (a) A SAS data file that combines 1) the NAWS questionnaire variables, excluding those from the household grid and work grid, and 2) the created variables that have traditionally been used to generate NAWS reports.
 - (b) A SAS data file containing the household grid variables,
 - (c) A SAS data file containing the work grid variables,
 - (d) A SAS program file that contains the programming language used to 1) generate each created variable, and 2) merge the household grid and work grid data files with the primary file listed in (a) above. When a created variable is based on a precursor created variable, the language for the precursor variable shall also be included,
 - (e) A text file of the codebook that shall include the following elements:
 - i. A table of contents that will follow the major sections of the questionnaire,
 - ii. The English and Spanish versions of the questions,
 - iii. The number (unweighted) of non-missing responses for each question by Fiscal Year,
 - iv. The response categories for each categorical question, including their codes, and
 - v. An index of the created variables that will include a definition of each created variable.

f. Public-use Data Set and Codebook

- (1) Until otherwise specified by the COTR, this data set shall be provided to the COTR on CD ROM and shall be modeled on the current public-use data set (1989-2005).
- (2) The data set shall contain the following six files:
 - a. A SAS data file that combines 1) the NAWS questionnaire variables, excluding those from the household grid and work grid and those that have been eliminated from the current public-use data set, and 2) the created variables that have traditionally been used to generate NAWS reports, except those that have been eliminated from the current public-use data set,
 - b. A SAS data file of just the NAWS questionnaire variables (following the restrictions identified in (a) above),
 - c. A SAS data file of just the NAWS created variables (following the restrictions identified in (a) above),
 - d. An Excel data file identical to (b) above,
 - e. An Excel data file identical to (c) above, and
 - f. A text file of the codebook that shall include the following elements:

- i. A table of contents that will follow the major sections of the questionnaire,
- ii. The English and Spanish versions of the questions,
- iii. The number (unweighted) of non-missing responses for each question by Fiscal Year,
- iv. The response categories for each categorical question, including their codes, and
- v. An index of the created variables that will include a definition of each created variable.

C.7 Special Requirements

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

- Project Manager - 25 – 50 %
- Manager of Training and Field Supervision – 50 - 75 %
- Lead Interviewers - 50 - 75 %
- Data Base Manager - 50 - 75 %

PLEASE NOTE: The same person may be named to more than one key personnel position; however, the individual must not commit more than 100 % of their time to this contract.

The offeror must provide the estimated number of hours that all of the offeror's personnel on the project (by name or labor category) will need to provide each contract period to perform each of the ten tasks in Section C.5 of the Statement of Work. Identify and include any effort by consultants and subcontract personnel. The staff time needed to complete Task 9 should not include the staff time needed to complete Task 8. Also estimate the number of hours that the offeror's personnel (by name or labor category) will need to provide during the base period in relation to the transition assistance specified in Section C.4 (1) of the RFP.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

F.2 PERIOD OF PERFORMANCE

The period of performance shall be twelve (12) months from the date of contract execution plus four (4) one- year options to extend at the discretion of the Government.

F.3 LEVEL OF EFFORT

The level of effort for this project is estimated to be between nine (9) and ten (10) professional person years. A professional year is estimated to be between \$90,000 and \$100,000. This includes all costs. The Government estimates are provided for contractor planning guidance only and do not bind the Government to a specific level of effort nor are they guaranteed or warranted by the Government in any manner. The contractor must use its best judgment to determine an appropriate level of effort for the contract work regardless of the accuracy of these estimates. There are 2,080 hours in a work year, this includes hours for vacation, sick leave and holidays. Offerors should use their best business judgment when proposing the number of hours for this project.

F.4 REPORTS/DELIVERABLES

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

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 INVOICE REQUIREMENTS**

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

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

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

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

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

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

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

(1) Name and address of the Contractor;

(2) Invoice date;

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

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

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

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

(7) Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice.

(8) Any other information or documentation required by other requirements of the contract.

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

G.2 METHOD OF PAYMENT

A. Payments under this contract will be made either by check or electronic funds transfer (through the Treasury Fedline Communications System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor 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

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

(a) Mr./Ms. TBD is hereby designated to act as the Contracting Officer's Technical Representative (COTR) under the contract.

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 BUDGET LINE ITEM FLEXIBILITY

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

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

H.2 FRINGE BENEFITS

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

H.3 VACATIONS, SICK-LEAVE HOLIDAYS

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

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

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

H.4 TRAVEL AND PER DIEM

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

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

lower cost in certain localities, particularly, where repeated travel is involved; and the use of methods of travel where sleeping accommodations are provided as part of the transportation expenses.

All travel shall be at tourist, coach, or less than first class unless itinerary or unavailability 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 which the services are provided; and (3) the results of the subject matter of the consultation.

H.6 UNEMPLOYMENT INSURANCE COST

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

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

H.7 ACCOUNTING AND AUDITING SERVICES

(a) Accounting

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

(b) Auditing

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

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

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

H.8 PRINTING

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

H.9 KEY PERSONNEL

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

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

- Project Manager
- Manager of Training and Field Supervision
- Lead Interviewers
- Data Base Manager

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: Division Chief.

H.12 OTHER CONTRACTORS

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

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

H.13 LAWS APPLICABLE

The contractor will perform its duties in accordance with the applicable Act, and the regulations, procedures and standards promulgated hereunder. 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 hereunder and found at 29 CFR 31. The Contractor agrees that any service, financial aid, or other benefit to be provided by it under this contract shall be furnished without discrimination because of race, color, sex, or national origin; and that his employment practices shall be subject to the same restrictions to ensure nondiscriminatory treatment of beneficiaries of assistance under the Act.

H.16 FEDERAL REPORTS

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees

which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CRF 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting formation (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

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

H.17 DISCLOSURE OF CONFIDENTIAL INFORMATION

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

H.18 ELIMINATION OF SEXIST LANGUAGE AND ART WORK

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

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

-- Longshore workers instead of longshoremen.

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

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

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

-- Human beings or people instead of mankind.

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

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

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

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

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

-- The lawyer made her final summation.

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

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

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

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

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

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

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

H.19 HAZARDOUS OCCUPATION ORDERS

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

H.20 INSURANCE REQUIREMENTS (FAR-Subpart 28.3)

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

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

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

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

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

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

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

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

Name of Contracting Officer: KEITH A. BOND

Address: USDOL/ETA/DASET/OGCM/DCS
200 Constitution Ave., N.W.
Room N-4655
Washington, D.C. 20210

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

H.21 DATA COLLECTION FOR THE DEPARTMENT OF LABOR

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

H.22 PERFORMANCE STANDARDS

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

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

H.23 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING

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

H.24 PUBLICATION OF MATERIALS

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

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

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

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

Option Year	Estimated Cost	Indirect Cost	Total Estimated Cost
1			
2			
3			
4			

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

4. Estimated costs, including any indirect costs, for the options years shall be determined at the time of contract execution. Any anticipated deviations from total pre-estimated option year costs must be presented to the Contracting Officer in writing, with an explanation and justification of the anticipated deviation(s), 10 calendar days after receipt of notice by the contractor of the Governments intention to exercise the option to extend the term of the contract. No deviations from the total pre-established option years estimated costs shall be permitted without the written consent of the Contracting Officer. Deviations which would increase the total pre-established option year estimated costs by more than 10 percent shall not be permitted under any circumstances.

H.26 INDIRECT COSTS

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

You are governed y 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 Circular 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 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 day period from the effective date of the contract. Failure to submit an acceptable indirect cost proposal to your cognizant agency for provisional rates within the aforementioned 90-day period mean 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.

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

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

BLOCK 1

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

Your rates and bases are:
Overhead :
Base:
(And, if applicable)
General and Admin.
Base:

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:
If applicable for ceiling, 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 rate or ceilings.

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

Director, Division of Cost Determination (DCD)
U.S. Department of Labor, OASAM
200 Constitution Avenue, NW
Room: S-1510
Washington, DC 20210
202-693-4102

(End of Clause)

H.27 PRIVACY ACT INFORMATION

During this contract, the contractor will be collecting information about farm employers that will include characteristics of their business and numbers of employees. In addition, from a sample of these employers, the contractor will choose a sample of workers to be interviewed. Detailed data provided by the workers about their demographics and work experiences will be gathered on interview forms by the Contractor. These data will include information about experience at the establishment where the worker is employed at the time of the interview and at other times.

The contractor shall enter the data appearing on the interview forms into a computer data base. Subsequently, the contractor will provide the COTR with the data programming and analysis support needed to enable the Government to write reports describing the interviewed population.

At all stages of the work, the contractor must be careful to protect the records describing either employers or workers. Any dissemination or analysis of the data and the issuing of reports must be done in a way that eliminates any chance that the identity of any individual (either employer or interviewed worker) associated with the survey can be identified.

The data to be protected include the names and any information about employers on the sampling lists, the worker interview forms, and the computerized records of the interviews.

The public use tape of the data will be prepared in a way that makes it impossible to identify any individual worker or business involved in the project

H.28 RESTRICTIONS AGAINST DISCLOSURE

- (a) The contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The contractor also agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner, or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in its possession to those employees needing such information to perform the work required herein, i.e., on a "need-to-know" basis, and shall immediately notify, in writing, the Contracting Officer's Technical Representative named herein, in the event that it determines or has reason to suspect a breach of this requirement.
- (b) The contractor agrees that it will not disclose any information concerning the work under this contract to any persons or individuals unless prior written approval is obtained for the Contracting Officer.
- (c) The contractor agrees to obtain from each employee assigned under this contract a disclosure pledge with regard to confidential information disclosed to said employee by the Department or collected by the contractor under this contract. The form of the disclosure statement will be one mutually agreed upon by the contractor and the COTR.
- (d) The contractor agrees to insert the substance of this clause in any agreement or subcontract hereunder.

H.29 CONFIDENTIALITY AND SECURITY REQUIREMENTS ASSOCIATED WITH THE CONFIDENTIAL DATA OF THE BUREAU OF LABOR STATISTICS: SELECTED UNEMPLOYMENT INSURANCE MICRODATA FROM THE QUARTERLY CENSUS OF EMPLOYMENT AND WAGES

In addition to the requirements imposed by other provisions of this contract, the following requirements apply to activities under this contract that involve access to confidential information of the Bureau of Labor Statistics (BLS), as defined below.

- (a) Data being provided to the Contractor from the BLS includes confidential information protected by the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA) (Title 5 of Public Law 107-347) and other applicable Federal laws. Therefore, the Contractor and its employees must handle the BLS data in accordance with Section 512 of CIPSEA. In accordance with this section, the BLS may designate Contractor employees as Agents of the BLS. All such Agents are subject to the fines and penalties under Section 513 of CIPSEA and any other fines and penalties that apply to the mishandling of confidential information.
- (b) The BLS policy on confidentiality is stated in Commissioner's Order No. 3-04, dated October 4, 2004, entitled "Confidential Nature of BLS Records." This document appears as Attachment J.10 and is incorporated in this contract. The Contractor shall, in a timely manner, raise with BLS for resolution any questions they may have

concerning the meaning of Commissioner's Order 3-04 or such Federal laws or how they apply to the data subject to this agreement. Contractor will be bound by the determinations of the BLS.

(c) For the purposes of this contract, "confidential information" includes:

1. Statutorily protected data. Data or information collected by the BLS, including its Agents and others acting on its behalf, under a pledge of confidentiality and/or is protected from public disclosure under CIPSEA, the Workforce Investment Act, the Trade Secrets Act, the Wagner Peyser Act, or other Federal laws;
2. Individually identifiable data. Any representation of information that permits the identity of participants in BLS statistical programs to be reasonably inferred by either direct or indirect means; and
3. Pre-release economic data. Statistics and analyses that have not yet officially been released to the public, whether or not there is a set date and time of release before which they must not be divulged.

(d) In performing work under this contract, the Contractor agrees that access to the confidential information will be restricted to authorized persons. For the purposes of this contract, "authorized persons" is defined as: authorized BLS personnel and Contractor employees who are appointed by the BLS as agents for the purposes of CIPSEA and who are authorized access to the confidential information for the statistical purposes set out under this contract and who have signed a BLS Agent Agreement (**Attachment J.11**), agreeing to comply with CIPSEA and other applicable Federal laws in the handling of confidential BLS information. The Contractor will promptly furnish to the COTR for transmission to the BLS a list of the Contractor's employees who the Contractor believes require access to confidential BLS data in order to perform work on the contract. The BLS will consider such persons for designation as Agents of the Bureau. The Contractor will forward all signed Agent Agreements to the COTR and the BLS official overseeing the work prior to such Agents receiving access to the confidential information. The Contractor will assure that all Agents will comply with their obligations under the Agent Agreement and under this contract.

(e) Agents shall not be regarded as employees of the United States government, the Department of Labor, or the BLS for any purpose. The parties further understand and agree that:

1. Contractor shall notify the BLS promptly whenever an Agent is no longer associated with the Contractor, when an Agent no longer requires access to confidential information, or where an Agent's access to confidential data may endanger the confidentiality of data.
2. BLS may, within its own absolute discretion and without advance notice, decline to approve any Agent Agreement, or revoke, discontinue or suspend any Agent Agreement or any Agent's access to BLS-furnished information at any time.
3. In the event of such declination, revocation, suspension or discontinuance, the employing Contractor will propose a Contractor employee deemed suitable by the BLS as a replacement Agent, where such employee's services are needed to carry out the Contractor's responsibilities under this contract.
4. No Agent Agreement nor any revocation, discontinuance nor suspension thereof, nor any declination of approval or denial of access to information will result in any payment of any kind nor any legal liability by the BLS, the Department of Labor, or the United States Government;
5. Termination or suspension of any Agent Agreement will not affect any obligation of the Contractor or the designated Agent to safeguard confidential data or any intellectual property rights set forth in this contract or in any Agent Agreement.

(f) All Agents will perform and agree to perform activities subject to this contract under the control of the BLS official overseeing the work, within the meaning of CIPSEA. The purpose of such control is to assure that there is no improper disclosure or use of confidential data. This BLS control will not establish an employment relationship between the BLS and such persons, nor will it diminish the Contractor's responsibilities under this agreement to assure that these Contractor employees comply with their obligations under the law and this contract. BLS will

furnish to the Contractors a list of BLS personnel and Agents to whom the Agents are authorized to provide access to confidential information.

(g) As set forth in the BLS Agent Agreement, attached as Attachment J.11, all Agents must agree, in writing, to comply with all provisions of law that affect information acquired by the BLS including, among other laws, the Trade Secrets Act, the Privacy Act, and the Workforce Investment Act. They must specifically swear to comply with the provisions of Section 512 of CIPSEA. Agents who improperly use or disclose confidential information may be subject to criminal sanctions.

(h) The Contractor agrees to use confidential information for exclusively statistical purposes and not to divulge, publish, reproduce, or otherwise disclose, orally or in writing, the confidential information, in whole or in part, to any individual other than authorized persons. The Contractor will assure that Agents fully comply with these requirements.

(i) The Contractor agrees to notify the COTR, the BLS, and the State agency immediately upon discovering:

1. any breach or suspected breach of security obligations pursuant to this contract with respect to confidential information disclosed to the Contractor;
2. any disclosure of the confidential information in violation of this contract; or
3. receipt of any legal, investigatory, or other demand for access to the confidential information in any form.

(j) Upon termination or completion of the contract, or at an earlier time if required by the BLS, all BLS source documents or other media and any documents or other media in the possession of the Contractor or any Agents that contain confidential information must be returned to the BLS, or with BLS permission, be destroyed. Failure to surrender or destroy such materials promptly or the conversion of such materials to a use not authorized by the contract may be a violation of 18 U.S.C. Section 641.

(k) The Contractor agrees that all work provided for under this agreement will be performed at the work site of the contractor, "place of performance." The BLS will transmit the confidential information to the place of performance only. If the confidential information is to be stored on a network server, access to the information must be controlled via a system of directory and file permissions and restrictions. Only authorized Contractor staff working on the NAWS project will be permitted to gain access to the data area for this project. Upon network authentication, authorized staff persons will be issued a special "drive mapping" to the NAWS data area. All NAWS staff having access to this area must be previously designated as agents of the BLS in accordance with this agreement. The confidential information may not be accessed by an electronic communication service, such as the Internet. The confidential information may not be accessed by modem or other electronic communication device from a location other than the place of performance.

(l) The recipient agrees not to remove any written material, tape, compact disk, diskette, or other media containing the confidential information from the place of performance, with the exception that, where otherwise consistent with this agreement, the contractor's employees who are Agents of the BLS are permitted to take employer names and address information on data collection interviews to the extent necessary to conduct the NAWS. These Agents who are away from the secure work site shall maintain all confidential documents in a secure fashion and to follow safeguards prescribed by the BLS to prevent unauthorized access, by electronic or physical means, to the BLS confidential information. The Contractor will store all confidential source documents or other media used in performing the work provided for in this agreement in a locked receptacle that can be accessed by authorized persons only. The Contractor agrees to allow, as requested by the BLS, employees or Agents of the BLS access to the place of performance for the purpose of reviewing the Contractor's adherence to the confidentiality and security provisions of this agreement. The Contractor shall provide to the BLS such information as the BLS may deem appropriate to assure that confidentiality protections are being maintained and that confidential data are being appropriately used.

(m) The Contractor agrees to assign overall responsibility for the security of all BLS source documents and other media used in performing the work provided for in this contract to a specific employee, satisfactory to the BLS,

who is designated by the BLS as a BLS Agent. The Contractor shall provide the COTR with the name, address, and phone number of this person and any changes thereto.

(n) The Contractor agrees, in the performance of this contract, to screen employees who may become BLS Agents and to recommend and use only those employees who have a demonstrated record of honesty, trustworthiness, integrity, and reliability as ascertained by the Contractor. The Contractor's decision shall not preclude the BLS from declining to appoint any person as an Agent and to require that the Contractors provide alternative personnel satisfactory to the BLS, as otherwise provided in this contract.

(o) The Contractor will not attempt to link the confidential information with individually identifiable records from any BLS or non-BLS data set other than for the purpose of developing the NAWS sampling and will not to use the confidential information for any purpose other than that stated in this agreement.

(p) The Contractor and all of its employees will not release any reports or other outputs (including those oral or written and regardless of format) prepared using confidential data or information other than to authorized persons, unless cleared in advance by an official designated by the BLS. Such clearance will be to assure that no such outputs involve the inappropriate release of confidential information. All parties, including Contractor and its employees, will be bound by the determinations of such BLS official.

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
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	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	OCT 2001
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED	SEP 2006

	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	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
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	OCT 2003
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JAN 2006)	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	SEP 2006
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

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

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.3 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause-- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number: National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY) To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor. (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law. (e) The requirement to post the employee notice in paragraph (b) does not apply to-- (1) Contractors and subcontractors that employ fewer than 15 persons; (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees; (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements; (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States. (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605,

Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; (2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster. (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.4 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the

employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished hereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination

which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.5 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination.

Employee Class	Monetary Wage - Fringe Benefits

Please see http://www.wdol.gov/sca.aspx	

I.6 52.232-25 PROMPT PAYMENT (FEB 2002) Alternate I (FEB 2002)

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

specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

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

(6) Additional interest penalty.

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

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

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

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.8 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of 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 50 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
J.1	CONTRACT PRICING PROPOSAL COVER SHEET, SF 1411,		(1 PAGE)
J.2	COST AND PRICE ANALYSIS, ETA 8555,		(8 PAGES)
J.3	STATEMENT OF FINANCIAL CAPABILITY, ETA 8554,		(2 PAGES)
J.4	COST CONTRACTOR’S INVOICE, ETA 3100-1		(1 PAGE)
J.5	COST CONTRACTOR’S DETAILED STATEMENT OF COST, ETA 3-2		(1 PAGE)
J.6	VETS-100 – FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT		OMB 1293-0005 (2 PAGES)
J.7	PAST PERFORMANCE REFERENCE INFORMATION		(2 PAGES)
J.8	PAST PERFROMANCE EVALUATION QUESTIONNAIRE		(2 PAGES)
J.9	ORAL PRESENTATION EVALUATION QUESTIONNAIRE		(2 PAGES)
J.10	CONFIDENTIAL NATURE OF BLS RECORDS, COMMISSIONER'S ORDER NO. 3-04		
J.11	BLS AGENT AGREEMENT		
J.12	MODIFIED RESUME		

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

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

(2) The small business size standard is .

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

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

(i) Paragraph (c) applies. (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

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

K.2 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)

(DUNS Number)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

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

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

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

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

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Keith A. Bond
Contracting Officer

Hand-Carried Address:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room N-4655
Washington DC 20210

Mailing Address:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room N-4655
Washington DC 20210

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

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

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

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

L.5 PAST PERFORMANCE

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

- A. A list of five (5) “relevant” contracts and subcontractors completed during the past three (3) years and at least 12 months in duration. Three (3) of the five (5) references must be for the prime contractor. The offeror must submit the past performance reference information by filling out Attachment J.7 for each of the five references. The reference should be on project/work similar in nature. References for project/work not similar in nature will not be considered. Contracts listed may include those entered into by the Federal Government, agencies of states and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Offerors, please make sure you include the following information for each contract and subcontract;
1. Name of contracting activity
 2. Contract number
 3. Contract type
 4. Total contract value
 5. Contract work
 6. Contracting officer and telephone
 7. Program manager and telephone
 8. Administrative contracting officer, if different from #6 and telephone number
 9. List of major subcontractors
 10. Period of performance for contracts and/or subcontracts

PLEASE NOTE: Offerors are to use Attachment J.7 Past Performance Reference Information when providing this information. Please make sure the information provided above is correct. References with incorrect information may not be considered.

- B. The offeror may provide information on problems encountered on the contract and subcontracts identified above and corrective actions taken to resolve those problems. Offerors must not provide general information of their performance on the identified contracts. The Government will obtain general performance information from the references.
- C. Each offeror shall identify and describe its previous experience in:
1. Designing and implementing sampling procedures for surveys of difficult to reach populations,

2. Collaborating with the agricultural community, including organizations that represent agribusiness and special populations, including indigenous Mexican migrants, to gain trust and support for carrying-out surveys,
3. Conducting demographic surveys among low-wage households,
4. Safely handling and protecting large amounts of demographic and employment data that was collected under a pledge of confidentiality,
5. Writing programs (in SAS or another statistical package) for the analysis of survey data, and
6. Analyzing survey data and formatting and editing reports about farm workers or similar populations.

D. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's 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 Attachment J.8 will be used to collect this information. The Government may contact references other than those identified by other the offeror and may use this information to evaluate the offeror's past performance. The Government also reserves the right to decide not to contact all of the references provided by the offeror. The Government will not disclose to the offeror the names of individuals providing information about an offeror's past performance.

L.6 ORAL PRESENTATION

After the receipt of offers (proposals) by the Government, 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. Only key personnel (see Section L.8 for a list of key personnel positions) can take part in the oral presentation and answer and answer session. The Project Manager who will have a 25 – 50 % time operational responsibility for contract performance, and the Manager of Training and Field Supervision who will have a 50 – 75% 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 three (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.7 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 -**
- (1) Original and three (3) signed copies of completed Standard Form 33, Solicitation, Offer and Award,
 - (2) Original and three (3) signed copies of Section K, the Representations, Certifications and other Statements of Offerors, DOL does not accept illegible copies. (All copies must be ink-signed.).
- Part 2 -**
- (1) A set of overhead transparencies and five (5) paper copies shall be in a sealed package. These transparencies form the basis of the offeror's Oral Presentation. PLEASE NOTE: The sealed package containing the transparencies will not be opened until the schedule date for the offeror's presentation, in the presence of the Contract Specialist and a representative of the offeror. DOL uses both the transparencies and the Oral Presentation to evaluate the offeror's capability to perform the contract (See Section M.3 (C));
 - (2) Original and three (3) copies of a modified resume for each key personnel involved in the project. (See M.3 (B)) At a minimum, the resume shall include:
 - a. The title and position to which the individual would be assigned for the project;
 - b. The individual's current employment status and a list or description of the activities or projects on which the individual is currently working;
 - c. The individual's previous work experience, to include position title, dates in position, employing organization, duties performed, and role performed, e.g., management, task leader, lead investigator, chief analyst, etc., and how these are relevant to the tasks and duties in this project.
 - d. The titles of the individual previous or in process written products or reports, with their date of completion or publication and other authors noted; and the relevance of these works to the tasks and duties in this project; and
 - e. The individual's educational background and a brief description of its relevance to the individual's role in the project. The overall staffing plan is reasonable and likely to support the technical approach.
 - (3) Original and three (3) copies of letters of intent for each key personnel, including employees and contingency hires (defined as persons not currently employed but who have executed a binding letter for commitment for employment with the offeror, if the offeror receives award under this solicitation). Letters of intent must be dated and include signatures from the individuals and the offeror/contractor. The letter must state that the individual will be available for at least one (1) year. The letter must also disclose the position the person will have on the contract.
 - (4) Original and three copies of relevant past performance information (See Sections L.5 and M.3 (D)); and
 - (5) Original and three (3) copies of the technical approach (See Section M.3 (A)). (PLEASE NOTE: Text type shall be at least 12 point font size or larger.)
- Part 3 -**
- A detailed Business Management Proposal for the prime contract and all subcontractors

Section L

as further outlined in the below instructions and consisting of:

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

- (4) Contractor's current approved Indirect Cost Rate Agreement or a description (including dollar amount) of the base for all proposed indirect rates.

- 1. Most current published annual balance sheet and profit or loss statement.
- 2. List the Names and addresses of any subcontractor* the offeror intends to use in the performance of a resulting contract. Include the following information about the subcontract(s).
 - (a) How subcontractor was selected?
 - (b) Has the subcontractor submitted a cost proposal?
 - (c) Will he be able to start performance at the start of the contract period?
 - (d) What is the total cost of (each) subcontract?
 - (e) What services (skills) will the subcontract provide?
 - (f) What experience do they have in this technical area?

*Also provide the above information for consultants you intend to use in the performance of a resulting contract. Consultants: Persons who are members of a particular profession or possess a special skill and who are not officers or employees of the contractor.

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

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

L.8 SPECIAL REQUIREMENTS

CONFIDENTIAL DATA HANDLING REQUIREMENTS AND RESTRICTIONS ON SUBCONTRACTING

Offerors contemplating subcontracting portions of the work requirement are hereby advised of the following.

Performance of the contract will involve access to confidential data, including data of the Bureau of Labor Statistics (BLS). These data are protected by law, including the Confidential Information Protection and Statistical Efficiency Act. Protecting these data requires strong safeguards. In this particular situation, the ETA has decided within its discretion and in consultation with the BLS that all personnel who will handle the employer sampling frame data, which the BLS will directly provide to the contractor, must be 1) direct-hire employees of the contractor, and 2) agents of the BLS. Restricting any further contracting of tasks that involve handing the confidential data is necessary, after taking into account the safeguards needed to protect the data and the need for administrative convenience in implementing these safeguards.

KEY PERSONNEL

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

Project Manager - 25 – 50 %
Manager of Training and Field Supervision – 50 – 75 %
Lead Interviewers – 50 – 75 %
Data Base Manager – 50 – 75 %

PLEASE NOTE: The same person may be named to more than one key personnel position; however the individual must not commit more than 100% of their time to this contract.

CONFIDENTIAL DATA HANDLING REQUIREMENTS AND RESTRICTIONS ON SUBCONTRACTING

Offerors contemplating subcontracting portions of the work requirement are hereby advised of the following:

To comply with the Confidential Information Protection and Statistical Efficiency Act, all proposed personnel who will handle the employer sampling frame data, which the Bureau of Labor Statistics (BLS) will directly provide the contractor, must be 1) direct-hire employees of the contractor, and 2) agents of the BLS. The government anticipates that the following NAWS project personnel will handle the confidential information: the Project Manager, the Manager of

Training and Field Supervision, the Data Base Manager, data base analysts, response rate analysts, grower list analysts, and field interviewers.

L.9 CONFIRMATION OF PROPOSED KEY PERSONNEL (OCTOBER 2000)

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

I certify that the proposed key personnel are still available for performance under any contract resulting from this solicitation 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, at a date and time designated by the Contracting Officer.

L.10 REQUESTS FOR CLARIFICATION (RFC)

DOL must receive all requests for clarification (RFC) no later than 2:00 p.m. local time, date March 15, 2007.

Only e-mailed submissions of requests for clarification will be accepted. They shall be submitted to Mr. David Houston on houston.david@dol.gov.

Should any RFC be received after 2:00 p.m. local time, March 15, 2007 the Government reserves the right not to provide and answer. However, if the Government determines that the RFC raises an issues of significant importance, the government will respond electronically. Offerors interested in networking and being placed on a bidder's list for the above reference RFP, please provide the Name and Address of Organization, Telephone Number, and Point of Contact electronically to David Houston at houston.david@dol.gov by 2:00 p.m., March 15, 2007.

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 www.fedbizopps.gov and www.doleta.gov/sga/rfp.cfm.

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

M.2 BASIS FOR AWARD (BEST VALUE)

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

The second step will involve evaluation of CONTRACTOR'S PAST PERFORMANCE of each offeror within the Competitive Range. Past Performance will be evaluated in accordance with Section L.5 of the solicitation and evaluation factor D listed below. The second step will also 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 C 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. However, contract award will be based on the combined evaluations of the Technical Approach, Individual Staff Experience and Qualifications, Contractor's Capability to Perform the Contract, Contractor's Past Performance, Understanding, and Price. The contract resulting from this solicitation will be awarded to the responsible offeror whose offer, conforming to the solicitation, is determined to provide the "best value" to the Government, which may not necessarily be the proposals offering the lowest cost nor receiving the highest technical score. It should be noted that cost is not a numerically weighted factor.

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

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

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

The scores will then be averaged to select a contractor for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered.

M.3 EVALUATION CRITERIA**A. TECHNICAL APPROACH (35 Points)**

The proposal should provide a detailed technical approach for performing each of the tasks listed in Section C.5 of this Request for Proposal and shall include but not be limited to:

- (1) Demonstration on how the procedures for the sampling task will be accomplished, show how quality and integrity of the sample will be maintained, and explain how the advance work for choosing respondents will be carried out.
- (2) Demonstrate how the questionnaire will be updated and tested.
- (3) Explain how interviewers will be trained and how their work will be evaluated. Explain who will do this work.
- (4) Demonstrate how data will be entered, cleaned, programmed, and stored.
- (5) Demonstrate how the support work for the writing of reports will be carried out, and
- (6) Demonstrate how the weighting system will be upgraded and maintained.

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

- (1) Offeror's technical approach is sound, comprehensive and its presentation is clear and concise and includes a cross-reference table identifying the location of each element of the technical approach requirement;
- (2) Demonstration on how procedures for the sampling task will be accomplished, show how quality and integrity of the sample will be maintained, and explain how the advance work for choosing respondents will be carried out;
- (3) Demonstrate how the questionnaire will be updated and tested;
- (4) Explain how interviewers will be trained and how their work will be evaluated. Explain who will do this work;
- (5) Demonstrate how data will be entered, cleaned, programmed, and stored;
- (6) Demonstrate how the support work for the writing of reports will be carried out; and
- (7) Demonstrate how the weighting system will be upgraded and maintained.

B. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (30 Points)

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

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

1. The proposed Project Manager and an indication of a commitment for the twelve (12) months of the project;
2. The proposed project organization, including key personnel;
3. The proposed plan for deploying personnel and resources including: staffing charts listing names and project roles, staff time/task, loading charts showing the amount of time each staff person will devote to each task and sub-task; and a narrative description of each staff person's role in the project, qualifications, and experience (including outside consultants);
4. A modified resume for each person involved in the project. An example of the modified resume is **Attachment J.12**. At a minimum, the resume shall include:
 1. The title and position to which the individual would be assigned for the project.
 2. The individual's current employment status and a list or description of the activities or projects on which the individual is currently working;
 3. The individual's previous work experience, to include position title, dates in position, employing organization, duties performed, and role performed, e.g., management, task leader, lead investigator, chief analyst, etc., and how these are relevant to the tasks and duties in this project;
 4. The title of the individual's previous or in process written products or reports, with their date of completion or publication and other authors noted; and the relevance of these works to the task and duties in this project; and
 5. The individual's education background and a brief description of its relevance to the individual's role in the project. The overall staffing plan is reasonable and likely to support the technical approach.
5. Signed letters of intent for all professional staff, including consultants (excluding clerical staff) with a countersignature from the contractor/offeror.

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

a. The Project Manager

(1) The Project Manager shall be in charge of overall management. In addition, he/she shall direct the sampling and any data analysis and report writing that might be required. The Government estimates between 25 and 50 percent of a full-time equivalent will be required for this position (500 to 1,000 hours per year). This person shall have a Ph.D. in Agricultural Economics, Agricultural Education or Economics and demonstrated ability managing large surveys of foreign-born-dominated populations, including designing sampling methodologies, data analysis, and report writing.

b. The Manager of Training and Field Supervision

(1) The Manager of Training and Field Supervision shall be in charge of overall management. In addition, he/she shall direct the sampling and any data analysis and report writing that might be required. The Government estimates between 25 and 50 percent of a full-time equivalent will be required for this position (500 to 1,000 hours per year). This person shall have a Ph.D. in either Agricultural Economics or Economics and demonstrated ability managing large surveys of foreign-born-dominated populations, including designing sampling methodologies, data analysis, and report writing.

c. Database Manager

(1) The Database Manager shall be responsible for developing and maintaining the data files that are identified in Task 6, Section C.5, of the Schedule. The Government estimates that between 50 and 75 percent of a full-time equivalent will be

required for this position (1,000 to 1,500 hours per year). This person shall have a social science degree and demonstrated ability supervising data coders and analysts and producing data of high quality.

d. Lead Interviewers

(1) Lead Interviewers shall be responsible for assisting the Manager of Training and Field Supervision in ensuring that interviewers under their guidance follow interviewer and sampling protocols. The Government estimates between 50 and 75 percent of a full-time equivalent will be required for each Lead Interviewer position (1,000 to 1,500 hours per year). Lead Interviewers shall be fluent in Spanish and have at least an associate degree or at least one year of experience conducting in-person interviews with special populations.

e. A modified resume for each person involved in the project. At a minimum, the resume shall include:

1. The title and position to which the individual would be assigned for the project.
2. The individual's current employment status and a list or description of the activities or projects on which the individual is currently working;
3. The individual's previous work experience, to include position title, dates in position, employing organization, duties performed, and role performed, e.g., management, task leader, lead investigator, chief analyst, etc., and how these are relevant to the tasks and duties in this project;
4. The title of the individuals previous or in process written products or reports, with their date of completion or publication and other authors noted; and the relevance of these works o the task and duties in this project; and
5. The individual's education background and a brief description of its relevance to the individual's role in the project. The overall staffing plan is reasonable and likely to support the technical approach.

f. Letters of intent are provided for each professional person, including employees, contractors or contingency hires (defined as persons not currently employed but who have executed a binding letter for commitment for employment with the offeror, if the offeror receives award under this solicitation). Letters of intent must be dated and include signatures from the individual and the offeror/contractor. The letter must state that the individual will be available for the number of hours stated in the proposal.

g. The estimated number of hours that all of the offeror's personnel on the project (name or labor category) will need to provide each contract period to perform each of the ten tasks in Section C.5 of the Statement of Work. Identify and include any effort by consultants and subcontract personnel. The staff time needed to complete Task 9 should not include the staff time needed to complete Task 8. Also estimate the number of hours that the offeror's personnel (by name or labor category) will need to provide during the base period in relation to the transition assistance specified in Section C.4 (1) of the RFP.

C. CONTRACTOR'S CAPABILITY TO PERFORM THE CONTRACT (25 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.6(5b)); (2) recognition of the appropriate sequence and realistic duration of the work activities (See Section L.6(5c)); (3) knowledge of the appropriate types of resources required to perform the work activities (See Section (5d)); (4) familiarity with the difficulties, uncertainties, and risks associated with the work (See Section L.6(5e)); and (5) knowledge of the personnel and subcontractor qualifications necessary to be the performance of the work (See Section L.6(5f)).

D. CONTRACTOR'S PAST PERFORMANCE (25 Points)

Offerors shall submit description of past and current efforts (Federal, State, and Local government and privates) similar to the Government requirement. Past performance information regarding predecessor companies, key personnel who have relevant experience, and subcontractors that will perform major or critical aspects of the project shall be provided.

The required information shall include the name and identifying contract number of the project, the contracted amount, the tasks accomplished under the project, the period of performance for the contract, and a contact with telephone number at the contracting entity. In addition, offerors shall describe any problems encountered on the identified contracts and the offeror's corrective action. Past performance shall include evaluating offerors with no relevant performance history or for whom information on past performance is not available. In such cases, offerors may not be evaluated favorably or unfavorably on past performance and would receive a neutral score. ETA's review shall provide offerors the opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating.

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

1. Designing and implementing sampling procedures for surveys of difficult to reach populations,
2. Collaborating with the agricultural community, including organizations that represent agribusiness and special populations, including indigenous Mexican migrants, to gain trust and support for carrying-out surveys,
3. Conducting demographic surveys among low-wage households,
4. Safely handling and protecting large amounts of demographic and employment data that was collected under a pledge of confidentiality,
5. Writing programs (in SAS or another statistical package) for the analysis of survey data, and
6. Analyzing survey data and formatting and editing reports about farm workers or similar populations.

E. UNDERSTANDING (20 Points)

The proposal shall provide clear evidence of the offeror's knowledge and understanding of:

- (1) Farm labor data sources necessary for creating the procedures for sampling the population and weighting the data,
- (2) Functioning and history of farm labor and other low wage labor markets,
- (3) Federal and local farm labor programs, and
- (4) Types and quantities of ADP equipment needed to perform the proposed contract.

PLEASE NOTE: Offeror's will be evaluated under this criterion based on items 1 – 4 listed above.

F. PRICE

Cost realism analysis will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be to (a) 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 price/cost; and (c) assess the degree to which the cost reflected in the cost/price proposal accurately represents the work effort included in the technical offer (proposal).

M.4 DETERMINING BEST OVERALL VALUE

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

offeror to represent the better overall value. If the offeror with the higher expected value has the higher price, then the Contracting Officer will decide whether the difference in expected value is worth the difference in price. If the Contracting Officer decides that it is, then they will consider the offeror with the higher 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. Please be advised that in the event that offerors within the competitive range are essentially technically equal in terms of technical, past performance other non-cost factors, and price, the Government reserves the right to award multiple contracts under this solicitation.

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