

**TITLE:** Impact Evaluation of the TAA Program

The US Department of Labor, Employment and Training Administration (DOLETA) is soliciting proposals for an evaluation of the Trade Adjustment Assistance (TAA) program, recently reauthorized and amended by the Trade Adjustment Assistance Reform Act of 2002. The evaluation is intended to generate information that will serve multiple purposes, informing development of (1) administrative guidance, (2) technical assistance, and (3) legislation and budgetary proposals prior to the expiration of the Act in 2007. The evaluation will include a process analysis focusing on activities at the state and local level and a non-experimental net impact study.

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

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

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

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

Solicitation Number:	RFP-DCS-03-24
Issue Date:	June 6, 2003
Due Date:	07/15/2003
Time:	2:00 p.m.
Program Office:	OPDER
Contracting Officer:	Keith A. Bond
Contact Point:	Chari A. Magruder
Phone:	(202) 693-3313
Fax:	(202) 693-3846
E-Mail:	magruder.chari@dol.gov
Set Aside:	100% Small Business Set-Aside

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

Offerors are encouraged to carefully read the entire Solicitation by scrolling downward.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER RFP-DCS-03-24		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED June 6, 2003
6. REQUISITION/PURCHASE NUMBER n/a		7. ISSUED BY U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Avenue, NW Room C-4310 Washington DC 20210		8. ADDRESS OFFER TO (If other than Item 7)		

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

### SOLICITATION

9. Sealed offers in original and See L. 8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Item 7 until 2:00 p.m. local time 07/15/2003  
(Hour) (Date)

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

<b>10. FOR INFORMATION CALL:</b>	A. NAME Chari A. Magruder	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. (202) 693-3313	C. E-MAIL ADDRESS magruder.chari@dol.gov
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### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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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)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 202-693-3313	17. SIGNATURE	18. OFFER DATE
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15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

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**PART I - THE SCHEDULE**

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

Title: "Impact Evaluation of the TAA Program"

The United States Department of Labor, Employment and Training Administration, is soliciting proposals for an evaluation of the Trade Adjustment Assistance (TAA) program, recently reauthorized and amended by the Trade Adjustment Assistance Reform Act of 2002. The evaluation is intended to generate information that will serve multiple purposes, informing development of (1) administrative guidance, (2) technical assistance, and (3) legislation and budgetary proposals prior to the expiration of the Act in 2007. The evaluation will include a process analysis focusing on activities at the state and local level and a non-experimental net impact study.

Solicitation No. is RFP-DCS-03-24.

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

The period of performance will be sixty (60) months from the date of contract execution.

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

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

THE RECEIPT OF PROPOSAL DATE IS JULY 15, 2003, PM LOCAL TIME.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN JUNE 18, 2003, 5:00 P.M. LOCAL TIME.

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

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

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

**C.1 PURPOSE**

The U.S. Department of Labor, Employment and Training Administration (ETA) is soliciting proposals for an evaluation of the Trade Adjustment Assistance (TAA) program, recently reauthorized and amended by the Trade Adjustment Assistance Reform Act of 2002.

The evaluation is intended to generate information that will serve multiple purposes, informing development of 1) administrative guidance, 2) technical assistance, and 3) legislation and budgetary proposals prior to expiration of the Act in 2007. It will include a process analysis focusing on activities at the state and local level and a non-experimental net impact study. The evaluation will be conducted over 5 years and be funded incrementally.

**C.2 BACKGROUND**

The Trade Adjustment Assistance (TAA) program provides training, income support, and other reemployment and supportive services to workers who lose their jobs or have their work hours or salary reduced because of increased imports or shifts in production to foreign countries. In order to access TAA services and benefits, workers or their representatives must petition the U.S. Department of Labor (DOL) to determine if the workers' employment loss was caused by foreign competition. DOL investigates the circumstances of the employment loss and issues a "certification" (if the eligibility criteria are met) within a legislatively specified period of 40 days. Workers in a certified group are then informed of the certification and apply on an individual basis in their states to receive assistance. Such assistance can include job search help, relocation allowances, training, and a trade readjustment allowance (TRA) providing income support to individuals enrolled in training after unemployment benefits have been exhausted.

The Trade Adjustment Assistance Reform Act of 2002 (P.L. 107-210), signed by the President on August 6, 2002, reauthorized the TAA program for five years, through September 30, 2007. It amends the prior law in numerous ways, consolidating features of the TAA and NAFTA-TAA programs by creating a single time limit of 40 days for all determinations and establishing a single time period for trade-eligible workers to apply for TAA benefits and services, among other changes. The new Act also broadens the eligible target group to include secondarily affected workers, and increases the amount and length of assistance available to eligible individuals.

The new statute also creates two new benefits: health insurance tax credits and Alternative TAA for worker 50 years old and above. Under the health insurance provision, TRA recipients may receive a tax credit valued at 65% of the premium for the purchase of qualified health insurance plans. By August 1, 2003, the credit will be available on an advance payment basis.

employment services (testing, counseling, placement, and supportive services) provided under federal law, including those under the Workforce Investment Act of 1998. Recent DOL guidance echoes these requirements by urging states and localities to increase the focus on early intervention and to make use of One-Stop Career Centers. (Additional information on the new law and recent issuances by USDOL can be found at [http://www.doleta.gov/tradeact/2002act\\_index.asp](http://www.doleta.gov/tradeact/2002act_index.asp).)

The last evaluation of the TAA program was completed in 1993. The evaluation found that the TAA program was well-targeted in that it served workers who were permanently displaced from their jobs and who experienced significant earnings losses due to their layoff. The evaluation found that TAA benefits replaced 20 to 25% of the workers' total displacement costs. However, no evidence was found that TAA training had a substantial positive impact on the earnings of trainees.

### **C.3 OBJECTIVES**

The overall objective of this evaluation is to provide a comprehensive picture of 1) state and local practices, and their effectiveness, in implementing the 2002 reforms and administering the TAA program and 2) the program's impact on workers who receive assistance. The evaluation should be designed to answer the following questions:

1. What types and amounts of rapid response and early-intervention services were provided? Did these have an impact on early re-employment and quick entry into training?

2. What was the take-up rate among eligibles for various TAA services and benefits programs?

\* Why did some workers accept the TAA offer and others did not? Did those who accepted have different characteristics from those who did not?

\* What non-training services were offered to and used by those who did not enroll in training, those who enrolled but did not complete training, and those who completed training?

\* Were there any problems in getting potential participants to apply to become eligible prior to their exhaustion of UI benefits (so as to ensure their eligibility later) and to enroll in training within the deadline?

\* What percentage of trainees did not complete training and what were the reasons for such non-completion? What percentage became re-employed?

3. What services were provided, to whom, at what level of quality and timeliness? Was a full array of services (including assessment, case management and training) provided and how broadly?

\* What were key implementation and administrative problems experienced by states and local offices?

\* How did workers and employers view these services?

\* Were the services different and better compared to those under prior legislation?



5. Has there been any change in systems for program performance accountability and data collection?

- \* Have states set up data collection systems for the TAA program? If so, what is the quality of the data provided?
- \* What is the perceived legal and regulatory framework for such systems? What do states and locals perceive to be the performance expectations for the TAA program?
- \* What, if any, is the impact of the TAA, WIA and ES performance accountability systems on program design and services?
- \* How might data collection and performance accountability be improved in order to enhance management of the program at all three levels of government?

6. What was the net impact of the TAA program in terms of employment and earnings for workers receiving TAA benefits and services, nationally and for subgroups of TAA beneficiaries, such as steel workers or those who received Alternative TAA and health care tax credits?

How are these net impacts related to individuals' characteristics, types of services, quality of services, coordination with other agencies and governance?

- \* Are there any systematic patterns that can be discerned and if so, what lessons can be gleaned?

In answering these questions, the evaluation should provide information on the following:

- o Demographic information on participants, including on those who were determined eligible and those who received benefits and services, with information by gender, age, ethnicity, occupation, industry, geographic location, and type(s) of service received.
- o Types and amount of services and benefits provided, including the overall service designs; timeliness of such services; types of services (including assessment, case management, guidance on new careers and training options, training, placement and follow-up); the extent, intensity and individualization of services; the quality of services; services to special groups such as the limited English proficient, steel workers, older workers, etc.; types of training (including classroom, on-the-job training and customized training) and who received these; length of training and credentials that would result from such training; the occupations in which training was provided and jobs obtained; and the amount of TRA benefits received and its adequacy for family support needs.
- o Institutional roles and arrangements regarding the state trade office, the state rapid response system, local Employment Service and One-Stop Career Center systems, local intermediary organizations and contractors/grantees.
- o Relationship to other dislocated worker programs, including formula-funded and National Emergency Grant (NEG) programs
- o Responsiveness and relationship to employers including how demand occupations and employer requirements are

o Health Insurance Tax Credit including information on the number of individuals who have used these tax credits and costs of this credit, the extent to which COBRA and other types of insurance were used.

o Earnings and employment for TAA beneficiaries and the impact of different services on these outcomes. Special analyses will be conducted on outcomes for workers in steel and steel-related industries, individuals in alternative TAA, individuals receiving the Health Insurance Tax Credit, and comparisons of TRA recipients and non-recipients and of TRA recipients in training to TRA recipients waived from training. The study will look at length of unemployment spells and wage replacement, as well as training completion and credential attainment.

#### **C.4 TASKS**

The contractor shall perform the following tasks:

1. A Study of Initial Implementation of the Trade Adjustment Assistance Reform Act of 2002. During the first six months of the evaluation, the contractor will conduct a process evaluation of the implementation of the amendments to the TAA program contained in the Trade Adjustment Assistance Reform Act of 2002.

2. Evaluation Design. Based on the findings from task 1 and other information (e. g., literature reviews and TAA program information), the contractor will propose a plan for the evaluation that will include both a process study and an impact evaluation. The plan will show how process and impact findings will be linked. The evaluation design shall include:

a. a conceptual model of how the TAA program should operate and meet the intent, goals and outcomes as per the legislation, and how the evaluation will help determine if the program is operating as per the intent of the law and DOL's administrative guidance and regulations;

b. a summary of what the process and impact studies will cover, how their findings will be linked,

c. a list of evaluation questions and hypotheses, and data needed to address the questions;

d. a description of qualitative and quantitative data to be obtained for the process and impact studies;

e. site visit selection strategies, procedures, and topic guides;

f. survey methods, sampling strategies, and draft questionnaires or data collection instruments,

g. methods for obtaining administrative data;

h. specifications of comparison groups for the impact analysis,

i. analytical techniques; and

4. Surveys. The contractor will conduct at least two rounds of telephone surveys (with field follow-up, if necessary): a baseline survey as close as feasible to the date a person covered by a TAA certification is laid off and a follow-up survey at approximately 30 months after lay-off. Contractors may propose additional surveys -- such as a survey 12 months after certification to identify patterns of and influences upon decisions by individuals to continue in the program or to seek and accept employment -- or an alternative interview schedule if they feel such would be optimal given the estimated level of effort. ETA expects the contractor to achieve at least an 80% response rate on all surveys. The contractor will be responsible for designing the survey instruments, preparing all documentation required for OMB clearance and assisting ETA in obtaining such clearance, selecting the sample(s) and conducting the survey.

5. Analyses and Reporting. The contractor shall perform appropriate qualitative and quantitative analyses and provide well-written, readable reports suitable for an audience of policy makers and program administrators. The contractor will, to the extent possible, link process information and impact data to provide an understanding of the underlying causes of variations in performance among different states and localities and will discuss ways to improve performance and the quality of services, and identify potential implications regarding administrative guidance, regulations, technical assistance, and policy.

6. Advisory Board. The contractor shall nominate for ETA's selection distinguished researchers, academics, and program experts, including workforce officials involved with the trade program, to review and critique the study's design and progress to make sure it meets the highest standard of scientific rigor. The contractor shall convene this group at least three times throughout the course of the evaluation and provide presentations and status reports as necessary to keep the board informed of the study's plans and progress.

### **C.5 SPECIAL REQUIREMENTS**

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

Project Direct (40%) Principal Investigator(s) (30%) Task Leader(s) (25%)

PLEASE NOTE: If an individual is leading more than one task, the time commitment should be commensurate (i.e., 50% for two tasks, etc.).

**RFP-DCS-03-24**

**SECTION D**

**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 sixty (60) months from the date of contract execution.

**F.3 LEVEL OF EFFORT**

The level of effort for this project is between 115 and 125 professional person years. A professional person year is estimated to be between \$90,000 and \$100,000. This includes all costs.

**F.4 REPORTS/DELIVERABLES**

The contractor shall deliver the following reports at the time and in the number of copies specified to the DOL federal project officer designated in the contract. In addition to the copies specified below, submission of interim (items 3, 4, and 5 below) and final reports shall include a camera-ready copy and a computer disk containing the report in Microsoft Word and PDF formats.

1. Monthly Progress Reports in two (2) hard copies and sent electronically in Word. The first such report shall be due thirty days after the contract beginning date and subsequent reports shall be due monthly thereafter. Reports should address monthly progress in terms of completing the tasks specified in the statement of work, identification of problems

processes., and will include a table of contents, an executive summary, and a short summary of key findings or highlights section.

4. Interim Report in twenty-five (25) copies. No later than September of 2006, the contractor will submit an interim report on the evaluation's findings to that point. Ten copies of a draft interim report, along with an electronic version in Word format, will be due two months before the report is due. This report is intended to support ETA planning for TAA reauthorization. The report may be in the form of Occasional Papers submitted over the first three years of the evaluation on key issues of concern, such as TAA program performance outcomes, Alternative TAA, Health Insurance Tax Credit, assessment and other intensive services, and integration issues. The report (or reports) will include a table of contents, executive summary, and a short summary of findings or highlights.

5. Final Report in twenty-five (25) copies. Three copies of an outline of the final report will be due four months before the report is due. Ten copies of a draft final report will be due two months before the report is due. The report will include both the process and impact studies, as well as contain a table of contents, an executive summary, a summary of key findings or highlights, and a bibliography.

6. Oral Briefings. The contractor shall present up to 10 oral briefings on the draft and final interim and the draft and completed final reports, using Power Point visual presentations and providing handouts, at ETA's request. These briefings will be provided to ETA and DOL officials and possibly to other interested audiences, such as state and local administrators or their representative organizations.

7. Public Use Files and Documentation. The contractor shall provide 2 copies of edited electronic files or public use compact discs containing all data gathered for the evaluation, stripped of personal identifiers, along with documentation and instructions sufficient to allow easy and accurate retrieval of the data and its use by other researchers. The electronic formats will conform to those specified by the ETA project officer. A clean and clear paper version of the data specifications, variable listing, and summary statistics should be provided for each data set, regardless of format. The electronic files or CDs shall be submitted to the project officer no later than 10 days before the expiration date of the contract.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 IDENTITY AND AUTHORITY OF THE CONTRACTING OFFICER'S REPRESENTATIVE (GOVERNMENT AUTHORIZED REPRESENTATIVE)**

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

(B) The Government Authorized Representative is authorized to:

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

**G.2 INVOICE REQUIREMENTS**

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

- A. (1) If the contract is a cost-reimbursement type contract, the contractor will submit three (3) ink- signed copies of the invoice, Cost Contractor's Invoice, (ETA 3100-1), together with a detailed report of expenditures, Cost Contractor's Detailed Statement of Costs (ETA 3-2), to the Government Authorized Representative (GAR), U.S. Department of Labor,



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

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

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

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

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

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

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

- (1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.
- (2) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the

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

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

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

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

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

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

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

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

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

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 BUDGET LINE ITEM FLEXIBILITY**

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

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

**H.2 FRINGE BENEFITS**

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

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

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

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

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

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.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. Substitution of key personnel prior to award is only allowed with Government approval, upon death, disability or termination of the promised person. Offerors are advised to notify the Government of any change in employment status or availability of key personnel for program success. Allowing substitutions is at the Government's discretion. The below list or attachment to

### **H.10 CONTRACT NUMBER IDENTIFICATION**

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

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

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

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

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

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

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

The contractor will perform its duties in accordance with the applicable Act, and the regulations, procedures and standards promulgated 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

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.

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

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

-- The lawyer made her final summation.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Name of Contracting Officer: Keith A. Bond

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

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

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

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

## **H.22 PERFORMANCE STANDARDS**

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

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

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

In accordance with the cost principles incorporated in the Federal Acquisition Regulations (FAR) at 31.205-22, lobbying costs (direct or indirect) are unallowable under this agreement. The exclusion of lobbying costs means

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

**H.25 INDIRECT COSTS**

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

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

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

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

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

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

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

BLOCK 1

Rate category: (check one)	Your rates and bases are:
Billing	Overhead
Provisional	Base:

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

OR

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

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

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

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

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

(End of Clause)

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

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

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

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

(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).

(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

(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



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

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

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
  - (1) **SERVICES (EXCEPT CONSTRUCTION).** At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) **SUPPLIES (OTHER THAN PROCUREMENT FROM A NONMANUFACTURER IN SUCH SUPPLIES).** The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) **GENERAL CONSTRUCTION.** The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) **CONSTRUCTION BY SPECIAL TRADE CONTRACTORS.** The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

**SECTION J - LIST OF ATTACHMENTS**

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

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

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

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

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

(a) Definitions.

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

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

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

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

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

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

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

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

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

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



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

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

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

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

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

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

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

(2) Under 15 U.S.C. 645(d) any person who misrepresents a firm's status as a small HUBZone small small

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

(a) Definition.

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

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

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

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

Listed End Product

Listed Countries of Origin

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

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



**RFP-DCS-03-24****SECTION K**

The offeror represents that--

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

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

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

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

The offeror represents that--

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

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

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

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data

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

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

**K.10 SIGNATURE BLOCK**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Company name.

(8) Company affiliation.

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

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

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

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

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

(1) Name and address of licensor.

(2) Date of license agreement.

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

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

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

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the

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

Keith A. Bond

Hand-Carried Address:

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

Mailing Address:

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

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

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

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

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

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

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

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

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

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

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

D. Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's reference questionnaire form identified in Section J.8 will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance. The Government also reserves the right to

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

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

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

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

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

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



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

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

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

7. **Government Personnel:**

Contract Specialist and/or Contracting Officer.

Federal Staff to assist in the administration of the presentations.

The Technical Evaluation Panel consisting of (3-5) individuals with expertise in employment and training programs

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.9 SUBMISSION OF PROPOSAL**

(A) - General Instructions:

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

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

Part 1

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

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

Part 2

(2) Offerors shall submit an original and three copies of relevant past performance information (See Section L.7 and M.2(C)); and

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

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

### Part 3

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

(a) Three (3) copies of Attachment J.2 - Cost and Price Analysis, ETA 8555 (Mar. 1981);

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

(c) One (1) each Accounting System Certification which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, insure that funds are accounted for by cost categories, check the accuracy and reliability of the accounting data, promote operating efficiency and permit compliance with Government requirements and accounting procedures with respect to Cost Reimbursement types of contracts.

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

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

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

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

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

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

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

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

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

### **L.10 SPECIAL REQUIREMENTS**

**RFP-DCS-03-24****SECTION L**

All Requests For Clarification (RFC) must be received no later than 5:00 p.m. local time, June 18, 2003.

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

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

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

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

The Government intends to evaluate proposals using a two-step methodology. The first step will involve the evaluation of the offeror's UNDERSTANDING/TECHNICAL APPROACH, INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS, MANAGEMENT PLAN, 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.7 of the solicitation and evaluation factor C 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 D listed below). Therefore, each offer should contain the best terms from a cost or price and technical standpoint.

A cost realism analysis and a Field Pricing Review will be performed for all technically acceptable offerors. Contract award will be based on the combined evaluations of the Understanding/Technical Approach, Individual Staff Experience and Qualifications, Contractor's Past Performance, Contractor's Capability to Perform the Work, Management Plan, 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 DOI/ETA. Each panelist will evaluate

The proposal should provide clear evidence (in a separate section) of the offeror's knowledge and understanding of:

1. The Trade Act of 1974 as amended and past regulations;
2. The Trade Adjustment Assistance Reform Act of 2002 and associated operating instructions and other guidelines to date;
3. Key issues in state and local administration of TAA programs;
4. Other related programs and services for dislocated workers, particularly within the One-stop system; and
5. Comparison group methodology, selection bias and testing for validity of comparison groups.

PLEASE BE ADVISED, OFFERORS WILL BE EVALUATED BASED ON THE FOLLOWING FACTORS:

Offeror provided clear evidence of knowledge and understanding of the following:

1. The Trade Act of 1974 as amended and past regulations;
2. The Trade Adjustment Assistance Reform Act of 2002 and associated operating instructions and other guidelines to date;
3. Key issues in state and local administration of TAA programs;
4. Other related programs and services for dislocated workers, particularly within the One-stop system; and
5. Comparison group methodology, selection bias and testing for validity of comparison groups.

#### PART II - Technical Approach

The proposal should provide a 3 page executive summary of and a detailed technical approach for performing the evaluation, including:

1. A proposed study of initial implementation of the Trade Adjustment Assistance Reform Act of 2002 that describes how this short process study will be conducted, including the key issues and questions that will be addressed, and methods for obtaining information, including site visits and administrative data.
2. A proposed evaluation design that describes how the process study and impact evaluation will be conducted, how the findings from the two will be linked, and includes:
  - a. a conceptual model of how the TAA program should operate and meet the intent, goals and outcomes as per the legislation

- f. proposed methods for obtaining administrative data, including potential problems in accessing such data and how they will be overcome;
- g. a discussion on the need and feasibility of setting up an alternative data collection system (if the contractor so proposes); proposed analytical methods for the process evaluation;
- h. a description of the proposed approach to impact evaluation, including a proposed list of evaluation questions and hypotheses, the data needed to address these, proposed sources of the data;
- i. proposed survey methods and sampling strategies;
- j. a discussion of possible comparison groups for the impact analysis,
- k. proposed areas of analysis and analytical techniques and methods for the impact analysis;
- l. a description of how the findings of the process and impact studies will be linked and related to key legislative, regulatory, and technical assistance questions related to the program.

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

- (1) Offeror's technical approach is sound, comprehensive (including information on elements 2 a-l above) and its presentation is clear and concise for all three components of the evaluation (the initial implementation study, the process study and the impact evaluation);
- (2) Offeror proposes a list of hypotheses and related study questions that includes and expands upon the study objectives discussed in section C.3 of this RFP.
- (3) Offeror identifies data items to be collected and keys them to study questions; data collection procedures will likely provide complete and high-quality data; and key concerns surrounding data collection are identified and addressed;
- (4) Analytical methods are appropriate to the issues and type of information being analyzed; and
- (5) Offeror provides a clear sense of how the findings from the different parts of the evaluation will be linked to one another and how the findings will provide information useful for administering the program or determining possible areas for legislative change.

**B. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (35 POINTS)**

This section of the proposal shall provide sufficient information for judging the quality and competence of staff proposed to be assigned to the project to assure that they meet the required qualifications. Successful performance of the proposed work depends heavily on the qualifications of the individuals committed to this project and the adequacy of the time



1. The names; titles (for the purposes of this project); employing organization; descriptions of role(s), tasks and subtasks to be performed; and the total time commitment over the course of the project;
2. Loading charts showing the amount of time each staff person will devote to each task or sub-task; and the time commitment for project activities (number of hours per month the individual will devote to each task the project);
3. A brief description of the organizational plan and organizational chart(s) for the proposed project, including -- and showing relationships among -- all key personnel and teams or units for all parts of the evaluation (including the initial implementation study, process study and impact evaluation).
4. A modified resume for each person involved in the project. At a minimum, the resume shall include:
  - a. The title and position to which the individual would be assigned for the project.
  - b. The individual's current employment status and a list or description of the activities or projects on which the individual is currently working.
  - c. The individual's previous work experience, to include position title, dates in position, employing organization, duties performed, and role performed, e.g., management, task leader, lead investigator, chief analyst, etc., and how these are relevant to the tasks and duties in this project;
  - d. The titles of the individual's previous or in process written products or reports, with their date of completion or publication and other authors noted; and the relevance of these works to the tasks and duties in this project; and
  - e. The individual's educational background and a brief description of its relevance to the individual's role in the project.
5. A signed letter of intent for all professional staff, including consultants (and excluding administrative staff). Letters of intent must be signed by the staff person and the contractor/offeror.

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

- (1) The experience and qualifications of the Project Director. A minimum of five years of experience in managing large, multi-part social program evaluations or demonstration projects; 2 years experience in projects related to adult employment and training programs; and a Masters Degree in field related to social science research or management (such as economics, statistics, sociology, public management or administration, business administration, or other) is required. The Project Director's experience must demonstrate project-related planning and budgeting; coordinating and addressing personnel matters; providing guidance to lower level personnel; and excellent oral and written communication;
- (2) The experience and qualifications of the Principal Investigator(s), including a minimum of 5 years experience working on large scale evaluations or demonstration projects related to adult dislocated worker employment and training programs and a Masters degree in a field directly related to social science research (economics, statistics, public policy

(5) The adequacy of the time commitment of all personnel assigned to the project, according to each task and sub-task (the number of hours per month that each individual will devote to each aspect of the project). It is expected that the Project Director will devote a minimum of 40% of his or her time; the Principal Investigator(s) a total of 30% of time per investigator; and Task Leaders, 25% of their time per task per Task Leader. If an individual is leading more than one task, the time commitment should be commensurate (i.e., 50% for two tasks, etc.).

(6) A brief description of the organizational plan and organizational chart(s) for the proposed project, including -- and showing relationships among -- all key personnel and teams or units for all parts of the evaluation (including the initial implementation study, process study and impact evaluation). The organizational plan and reporting relationships are clear, reasonable and consistent with the technical approach and management plan.

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

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

- a. The title and position to which the individual would be assigned for the project.
- b. The individual's current employment status and a list or description of the activities or projects on which the individual is currently working.
- c. The individual's previous work experience, to include position title, dates in position, employing organization, duties performed, and role performed, e.g., management, task leader, lead investigator, chief analyst, etc., and how these are relevant to the tasks and duties in this project;
- d. The titles of the individual's previous or in process written products or reports, with their date of completion or publication and other authors noted; and the relevance of these works to the tasks and duties in this project; and
- e. The individual's educational background and a brief description of its relevance to the individual's role in the project.

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

Past performance shall include evaluating offerors with no relevant performance history, and shall provide offerors an opportunity to identify past or current contracts (Federal, State and local government, and private) for efforts similar to the Government requirement. Offerors will be provided the opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating. Offerors shall provide information on problems encountered on the identified contracts and the offerors' corrective actions. The Government shall consider this

evaluation, the government will consider an offeror's: (1) knowledge of the content of the work in terms of constituent activities, their inputs and outputs, and their interrelationships and interdependencies (See Section L.8 (5b); (2) recognition of the appropriate sequence and realistic duration of the work activities (See Section L.8 (5c); (3) knowledge of the appropriate types of resources required to perform the work activities (See Section L.8 (5d); (4) familiarity with the difficulties, uncertainties, and risks associated with the work (See Section L.8 (5e); and (5) knowledge of the personnel and subcontractor qualifications necessary to the performance of the work (See Section L.8 (5f).

#### **E MANAGEMENT PLAN (15 POINTS)**

This plan shall include a schedule of task milestones or timeline, and delivery dates for the remainder of the period of performance and a table showing the level of effort for each task and sub-task. In addition, the plan shall describe the management structure, reporting relationships and internal communications links for each part of the evaluation (initial implementation study, process study and impact evaluation) for the contractor and any subcontractors. This plan should also discuss proposed tasks, milestones and communications strategies regarding the Advisory Board.

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

- (1) The scale of each task and the level of effort to be devoted to it is sufficient, given the Government's estimate of total level of effort, to fully accomplish the task's objectives;
- (2) The listing of task milestones is complete and the timing of activities and due dates are realistic, leaving sufficient time for conducting each activity and for review and response by the ETA; and
- (3) The proposed management structure, reporting relationships, and communications links are likely to lead to a smooth and efficient functioning in all phases of the evaluation.

#### **F. PRICE**

Cost Realism 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.3 DETERMINING BEST OVERALL VALUE**

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

