

TITLE: Job Corps Student and Staff Training Support

The US Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to select a contractor to establish a comprehensive support system for student academic training and staff professional development. This will include on-going assessment and continued improvement of student academic programs, establishment of proficiency standards, curriculum development, integration of technology in training, educational testing, and development of special programs for students with disabilities or limited English proficiency. This will also include establishment of a national Job Corps system of staff professional development that will begin with a program for teacher certification and re-certification.

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://www.doleta.gov/sga/rfp.cfm>

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

Solicitation Number:	DOL041RP00031
Issue Date:	07/07/2004
Due Date:	08/18/2004
Time:	2:00 P.M.
Program Office:	Office of Job Corps
Contracting Officer:	Keith A. Bond
Contact Point:	Jennifer Snook
Phone:	(202) 693-3310
Fax:	(202) 693-2965
E-Mail:	snook.jennifer@dol.gov
Set Aside:	100% Small business

PERTINENT TECHNICAL SECTIONS OF SOLICITATION

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

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

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 63
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DOL041RP00031		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07/07/2004
7. ISSUED BY U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Ave, NW Room N-5425 Washington DC 20210		CODE ETA		6. REQUISITION/PURCHASE NUMBER PR 18-417/jas		
		8. ADDRESS OFFER TO (If other than Item 7) U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Ave, NW Room N-5425 Washington DC 20210				

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

SOLICITATION

9. Sealed offers in original and see L.7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 2:00 P.M. local time 08/18/2004
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Jennifer Snook	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. (202) 693-3310	C. E-MAIL ADDRESS snook.jennifer@dol.gov
	11. TABLE OF CONTENTS See Attached Table of Contents		

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Ave, NW Room N-5425 Washington DC 20210		25. PAYMENT WILL BE MADE BY U.S. Department of Labor, ETA Division of Accounting 200 Constitution Avenue, NW Room N-4702 Washington DC 20210	
26. NAME OF CONTRACTING OFFICER (Type or print) KEITH A. BOND Contracting Officer		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

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

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Title: "Job Corps Student and Staff Training Support"

The US Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to select a contractor to establish a comprehensive support system for student academic training and staff professional development. This will include on-going assessment and continued improvement of student academic programs, establishment of proficiency standards, curriculum development, integration of technology in training, educational testing, and development of special programs for students with disabilities or limited English proficiency. This will also include establishment of a national Job Corps system of staff professional development that will begin with a program for teacher certification and re-certification.

The Solicitation No. is DOL041RP00031.

This requirement is a total small business set aside.

The period of performance will be twelve (12) months from the date of contract execution, plus four (4) one-year options to be exercised at the Government's discretion.

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

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

THE RECEIPT OF PROPOSAL DATE IS AUGUST 18, 2004, 2:00 P.M., LOCAL TIME.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN JULY 23, 2004, 5:00 P.M., LOCAL TIME.

Only electronic submission of requests will be accepted. They shall be submitted to Jennifer Snook at snook.jennifer@dol.gov, with the subject heading RFC DOL041RP00031. 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 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://www.doleta.gov/sga/rfp.cfm>.

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Job Corps Student and Staff Training Support Contract

SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 Purpose

The U.S. Department of Labor, Office of Job Corps, is establishing a comprehensive support system for student academic training and staff professional development. This will include on-going assessment and continuous improvement of student academic programs, establishment of proficiency standards, curriculum development, integration of technology in training, educational testing, and development of special programs for students with disabilities or limited English proficiency. This will also include establishment of a national Job Corps system of staff professional development that will begin with a program for teacher certification and re-certification. This statement of work outlines the contractor's tasks to assist Job Corps in planning and implementation of the support system for student and staff training.

C.2 Background

Job Corps is a major career development program that attempts to alleviate the severe employment problems faced by economically disadvantaged youth (16 to 24 years old) throughout the United States. Job Corps is designed to assist young people who both need and can benefit from the multifaceted approach provided at Job Corps Centers. The program provides academic and vocational skills training, English as a Second Language courses, work-based learning, counseling, residential living, recreation, health care and other support services. The Job Corps program operates in 118 centers in 46 states, the District of Columbia and Puerto Rico. All Job Corps centers are open 24 hours a day, 356 days a year. Job Corps serves over 70,000 students each year.

The Job Corps program was originally established by the Economic Opportunity Act of 1964. Control of the program transferred from the Office of Economic Opportunity to the Department of Labor in 1969. The Job Corps program was later incorporated as Title IV-B of the Comprehensive Employment and Training Act of 1978. Authorization continued under Title IV-B of the Job Training Partnership Act (JTPA) of 1982 as amended by the Job Training Reform Amendments of 1992. Current authorization for Job Corps is Title I-C of the Workforce Investment Act of 1998. The program is nationally administered through the U.S. Department of Labor Employment and Training Administration, Office of Job Corps, in Washington D.C. and six Regional Offices.

Job Corps uses a Career Development Services System (CDSS) to deliver vocational and academic training and support services to students. CDSS is an organizational approach that integrates services for students according to individualized student career development plans. With the assistance of Job Corps staff, students prepare a Personal Career Development Plan when they enter a Job Corps center. The plan outlines the student's career goals and guides the delivery of training and support services during and after a student's experience in Job Corps. The aim of the program is to help youth become responsible adults; prepare for, obtain and retain suitable employment; return to school or further training, or satisfy the Armed Forces' entry requirements, thus breaking the cycle of poverty by improving lifetime earning prospects.

Job Corps' academic training program is an essential complement to its vocational, social, and employability skills development programs. Students are assigned to academic classes based on the results of the Tests of Adult Basic Education (TABE) and other diagnostic tests after they first arrive on center. Academic training is comprised of four core content areas -basic reading, math, information technology and workplace communications, and high school diploma or GED preparation. In addition, all centers must offer students with limited English proficiency, English as a Second Language classes.

Approximately 75% of Job Corps students have dropped out of high school. The Job Corps education program is flexible enough to accommodate students with a wide range of knowledge and skills, from low-level readers to high school equivalency levels. Since most Job Corps students have experienced failure in the public schools, Job Corps uses a variety of teaching approaches to engage students in the curriculum and provide contextual learning experiences. These methods can include large and small group activities, direct instruction, individualized learning, project-based learning, field trips, job shadowing, internships and other work-based learning activities. Currently Job Corps requires that students receive training in specific topics within subject areas, according to its Policy and Requirements Handbook (PRH). Job Corps provides centers with standard academic curricula; however, administrators and instructors have flexibility in selecting and modifying curricula to teach required subject areas.

In June 2001, the U.S. Departments of Labor and Education signed a Memorandum of Understanding to improve high school diploma attainment among Job Corps students. To increase high school diploma attainment, Job Corps is implementing a three-part strategy that includes: 1) expanding Job Corps' existing high school programs; 2) improving access to online high school programs and computer-based courses; and 3) enhancing teacher credentialing and professional development. As a result of these efforts, high school diploma attainment during PY 2002 nearly doubled from the previous year. Additionally, Job Corps students have made a successful transition to taking the new 2002 GED test series.

Job Corps is currently in the process of revising its English as a Second Language (ESL) and Vocational ESL curricula and programs. This will involve staff training in the new curricula during PY03 and on-going technical support in the coming years.

In further recognition of students' diverse learning needs, Job Corps has developed disability-related technical assistance guides for delivery of training to students with learning and other disabilities. During PY 2002, Job Corps provided training sessions for staff who coordinate center disability programs and made reference materials available on Job Corps web sites to assist staff in serving students with disabilities. Over the past three years Job Corps has also laid the foundation for eLearning by investing in technology infrastructure, working with employers and initiating IT skills training. Job Corps has:

- * completed wiring and installation of computers in all academic and service trades classrooms to ensure that information technology skills training and practice can be integrated into academic and vocational instruction;
- * installed Learning Resource Centers in all Job Corps centers to provide students and staff with opportunities for customized, cost-effective training through Internet access, video conferencing and distance learning;
- * created a Basic IT training program in the Career Preparation Period to immediately engage all new Job Corps students in learning the IT skills necessary for finding employment and beginning a viable career;
- * built working relationships with employers that developed on-site training programs, curricula, work-based learning opportunities and systems for gathering information on industry requirements with Cisco systems, AT&T, Sun Microsystems, and
- * established a Job Corps IT Scholarship Fund with the Federation of Government Information Processing Councils, to advance IT educational opportunities for Job Corps students through annual awards.

In addition, over 65 centers use online or other computer-based courseware to deliver high school courses for students. Over 59% of high school diplomas earned by Job Corps students in PY 2002 were gained, in part, through students' completion of online or other computer-based courses.

Job Corps requires that its centers hire certified academic teachers to train students, however, if certified teachers are unavailable, centers may approach the Regional Job Corps Offices to obtain waivers for this requirement. Individuals without certification may teach under these waivers but are expected to adhere to a professional development plan that leads to certification (reviewed annually by the Regional Offices). About 19% of Job Corps's academic instructors are

currently not certified. Job Corps seeks to establish an efficient system in partnership with a consortium of colleges and universities to assist these instructors in attaining certification.

In January 2003, Job Corps held a national Policy Dialogue which resulted in recommendations for improving Job Corps's professional development system for all staff members. These included: on-going staff training; uniformity in training standards and core competencies for staff; a variety of training strategies (online, CD-ROMs, videos, distance learning, workshops, etc.); linkages with colleges, universities and other educational providers to assist Job Corps in providing staff training. The recommendations also stressed shared responsibility for training among centers, operators, and the Regional and National Offices.

C.3 Description of Project

This will be a five year contract to support the Job Corps National Office in establishing and continually improving a comprehensive system for student and staff training. The staff professional development system will support Job Corps' educational and operational goals. Effectiveness of this system will be evaluated annually by the National and Regional Offices of Job Corps.

Specifically, the contractor will have responsibility for:

A. Support of Job Corps Student Academic Training including the following major tasks:

- * Conduct background research on student and program outcomes and prepare reports and recommendations for the National Office on continuous improvement of student training programs.
- * Support the National Office and workgroups in preparing strategic education plans for the Job Corps academic program.
- * Assist the National Office of Job Corps and Job Corps Data Center in implementing a comprehensive system to integrate the use of computer-based courses and technology resources in student and staff training. This will include selection of a Learning Management System (LMS) and course content. It will also include hiring and coordinating the activities of regional academic technology specialists. (Note: the contractor will not design or implement anything associated with Job Corps centers' technology infrastructure. This would include, for example, bandwidth and network security, access or delivery.)
- * Conduct research on effective student academic assessments and assist the National Office with coordination of workgroups to review student assessments and incorporate revisions of the tests in the Job Corps program. This includes the Tests of Adult Basic Education (TABE), GED (General Education Development) test series, high school exit exams, and English as a Second Language (ESL) placement tests.
- * Assist the National Office in establishing and implementing standards of student academic proficiency.
- * Develop standard curricula for reading, math, writing and pre-GED courses and high school courses based on established academic standards.
- * Provide support for development of educational programs for LEP students and students with disabilities and other special needs.

B. Support for Staff Professional Development including the following major tasks:

- * Document Job Corps's current system for staff development and facilitate workgroup(s) of Job Corps representatives to develop a national professional development system, including minimum standards for staff training and training delivery methods.

* Develop a teacher certification program and approaches for on-going instructor professional development as a targeted part of the staff development system. These will include:

-Online and classroom training delivery for teachers, counselors and other program staff.

-Partnerships with consortia of local colleges and universities, where Job Corps staff could enroll in education courses and seminars to further their professional development and certification opportunities.

-Selection of Master Teachers (mentors) who could guide Job Corps instructors in accessing professional development opportunities at universities or colleges. Master Teachers could also supervise student teachers; mentor staff; and coordinate ‘learning communities’ of teachers and staff in implementing on-going professional development training and applying new instructional approaches at Job Corps centers.

* In addition, support targeted training and technical assistance in the areas of youth development, residential advisors’ skills development, and utilization of the Job Corps Personal Career Development Plan.

C. Provide general logistical and administrative support for all workgroups, conferences, meetings, training sessions necessary for the planning and implementation of student and staff training. This will include arrangements for facilities, speakers, production of materials, and other support as needed.

D. Assist the National Office on special projects as required. This can include research, report preparation, presentations, training and technical assistance delivery.

C.4 Detailed Work Tasks

Base Year:

A) Student Academic Training

Task 1: Assist the Job Corps National Office in developing an annual strategic plan for student academic education based on Job Corps outcomes data and including a system for continuous improvement.

Deliverables: Background research on student outcomes and a briefing paper for the National Office will be prepared by the end of the first month after the execution of the contract. Facilitation of a workgroup to assist the National Office in preparing an academic training plan will be conducted by the end of the second month of the contract. The recommended plan will be completed and presented to the National Office by the end of the third month of the contract.

Task 2: Based on the academic education plan developed in Task 1, assist the National Office in establishing a system to integrate the use of technology in delivery of Job Corps’ national academic programs over three years.

Deliverables: By the end of the fourth month after the contract is executed, facilitate meetings to develop the eLearning system involving National and Regional Office staff, the Job Corps Data Center and center and operator staff. A final plan for development of the eLearning system is due by the end of the fifth month of the contract.

Task 3: Assist the National Office and Data Center in defining criteria to analyze vendor capabilities and select vendors of an electronic Learning Management System (LMS) or Learning Content Management System (LCMS), and online or server-based courseware, to implement Job Corps’ system for integrating technology into student and staff training.

Deliverables: Criteria for selecting a LMS or LCMS and online content will be due by the end of the sixth month after the contract’s execution. Vendor(s) will be selected by the end of the ninth month of the contract and products will be pilot tested at Job Corps Centers by the end of the eleventh month of the contract.

Task 4: Assist the National Office and Data Center in phasing in the TABE versions 9/10 by July 1, 2005 to align with the implementation of the common measures system in Job Corps.

Deliverables: Prepare a briefing paper on the current use of the Tests of Adult Basic Education (TABE) 7/8 to place Job Corps students in education courses and measure student learning gains and a summary of the features and options of the new 9/10 version. The paper will be due at the end of the third month of the contract. The contractor will facilitate a Job Corps workgroup by the end of the sixth month of the contract which will recommend a system for implementing the TABE 9/10. Based on the recommendations of the workgroup and decisions of the Job Corps Federal Managers, the contractor will support the National Office in conducting the necessary preparations and training to establish the use of the TABE 9/10 in all Job Corps centers by the end of the eleventh month of the contract.

Task 5: Assist the National Office in establishing and implementing student academic proficiency standards.

Deliverables: Research and prepare a briefing paper on proficiency standards for Job Corps' basic reading, math and high school programs. The paper will include recommendations for revised standards for the reading and math courses. It will also include a review of the standards of high school programs and recommendations for a core set of high school proficiency standards for Job Corps. The review and briefing paper will be presented to the National Office by the end of the fourth month after the contract is executed.

Task 6: Support the National Office in developing revised curricula for basic reading and math courses based on newly established academic standards.

Deliverables: The contractor will conduct a literature search of existing reading and math curricula and examine Job Corps course guides and present a briefing paper by the conclusion of the fifth month of the contract. The contractor will facilitate workgroups on reading and math education to develop the revised curriculum by the end of the seventh month of the contract. The revised curriculum will be completed by the end of the eleventh month of the contract.

Task 7: Support the National Office in development and implementation of new ESL and Vocational ESL curricula.

Deliverables: The contractor will conduct national Job Corps training and technical assistance in implementing new ESL and Vocational ESL curriculum by the end of the eleventh month of the contract.

Task 8: Support the National Office in development and implementation of programs for students with learning and other disabilities.

Deliverables: Assess Job Corps' current programs for identifying and accommodating needs of students with learning disabilities by the end of the fifth month after the execution of the contract. The assessment will incorporate the recent recommendations of the Office of the Inspector General (OIG). Convene a workgroup and document their recommendations to the National Office for establishing new programs to improve approaches for addressing needs of students with learning disabilities by the end of the sixth month of the contract. Assist in training and implementation of new approaches by the end of the eleventh month of the contract. B) Staff Development

Task 1. Assess and document Job Corps's current system for staff development by gathering information from Job Corps staff, operators and Regional staff. Conduct research on effective methods for staff development through university and college systems, public school systems and other educational institutions. Make recommendations in a written report for developing a revised professional development system.

Deliverables: Assessment of Job Corps's current professional development system will be completed two months after the execution of the contract. The written report with recommendations for a revised professional development system will be prepared in the second month after the contract is executed. Ten copies of the written report and 10 CD-Roms will be submitted to the National Office of Job Corps by the end of the third month of the contract.

Task 2. Facilitate a strategic planning process involving National, Regional, operator, Data Center and Job Corps center staff for developing a national professional development system for Job Corps staff. The planning process will address

issues identified in the Job Corps Policy Dialogue held in January 2003 including: hiring and incentives for staff; core competencies for Job Corps-specific staff training; assessment of staff training needs; training delivery approaches, systems for evaluating staff training and making improvements. The resulting plan will incorporate data and information from Job Corps's pilot project on virtual high schools.

Deliverables: The planning meeting will be held by the end of the third month after the contract is executed. The draft professional development plan would be completed by the end of the fourth month after the contract is executed. The final plan would be completed by the end of the eleventh month so that this could be included with the final report on the eLearning system due two weeks prior to the end of the base year of the contract.

Task 3. Conduct pilots to test components of the professional development system. These will be based on the draft professional development strategic plan. A pilot for online teacher training will be coordinated with virtual high school pilots.

Deliverables: The pilots will be established in the fourth month and completed by the end of the eleventh month after the contract was executed. Conference calls will be held with participants in pilots on a monthly basis, and a final report on the pilots will be incorporated into the final strategic plan for the Job Corps virtual learning system. A final report on the pilots will be prepared by the end of the eleventh month.

Task 4. Establish a consortium of colleges and universities that can assist Job Corps in delivering training necessary for teacher professional development, certification and re-certification.

Deliverables: The consortium will be formed two months after the professional development planning meeting. Activities of the consortium will be initially undertaken as a part of the pilot projects for staff professional development.

Task 5: Conduct a pilot for the Youth Development Apprenticeship Program. This is a program to train frontline Job Corps staff to meet skills standards for youth development and improve service delivery to Job Corps students. Participants who complete the program will receive apprenticeship completion certificates and information on a clear career path in the youth development field.

Deliverables: The pilot project will commence in January, 2005 and will continue for two calendar years.

Task 6: Conduct a pilot project in the 'resiliency model' for training Job Corps staff in the principles and practice of a positive youth development approach.

Deliverables: The model will be demonstrated in pilot centers by the end of the program year.

Task 7: Ensure training and on-going support for implementation of residential advisors' new curriculum and professional development program.

Deliverables: A technical assistance guide and training guide will be produced in conjunction with national training sessions for residential advisors by the end of the base year of the contract. Support will be provided for implementation of the new curriculum and professional development of residential advisors throughout the contract.

Task 8: Provide training and technical assistance to all staff members who use the Personal Career Development Plan (PCDP) in support of Job Corps student training.

Deliverables: Conduct technical and content training on the PCDP, prepare a User's Guide for the PCDP and support Regional train-the-trainer conferences to introduce features of the revised PCDP by the end of the base year of the contract.

C. Provide general logistical and administrative support. This includes support for all workgroups, conferences, meetings, training sessions necessary for the planning and implementation of student and staff training will occur on an

on-going basis throughout the contract. This will include arrangements for facilities, speakers, production of materials, and other support as needed.

D. Assist the National Office on special projects as required. This can include research, report preparation, presentations, and training and technical assistance preparation and delivery.

Option Years One through Four

Student Academic Training:

In each of the option years, the contractor will continue to be responsible for assisting the National Office in revising annual academic training plans for Job Corps students. The contractor will also be responsible for continuing to support Job Corps in phasing-in implementation of technology in student and staff training over a three-year period and maintaining the systems in the last year of the contract. The contractor will continue to hire and oversee the activities of regional coordinators for facilitating the use of technology in education. In addition, the contractor will develop curricula for the writing portion of the academic program, improve the ESL and VESL curricula and continue to implement programs for students with learning disabilities.

Additional programs selected during the option years will be identified through program outcomes data analyzed by the Job Corps Division of Program Planning and Development, Job Corps Director and Federal Management Team.

Staff Development

In each of the option years, the contractor will be responsible for supporting the National Office in implementation and revision of the staff development system established in the base year of the contract. Continuous improvements will be made in the teacher certification and professional development system and residential advisor training. In addition, the contractor will also be responsible for supporting the expansion of the youth development apprenticeship program and youth development training, based on results of the pilot projects in the base year of the contract. The contractor will also continue to support implementation of the Personal Career Development Plan.

General Logistical Support and Assistance on Special Projects.

These activities will be provided on an as-needed basis throughout each of the option years of the five-year contract.

Contractor Capabilities and Period of Performance

The contractor shall provide qualified personnel, services, equipment, facilities and supplies to perform the above tasks. Contractor staff working on the project shall have expertise in project management, data collection and analysis, group facilitation, strategic planning and continuous quality improvement processes. In addition, contractor staff will have expertise in specific subjects areas including education and training approaches for disadvantaged youth; teacher professional development and credentialing; utilizing technology in student and staff training; virtual high schools and online training content for young adults in the areas of basic reading, writing, math, high school courses, vocational training and GED preparation; and extensive background in learning management systems. The period of performance shall be five years from the date of execution of the contract.

Level of Effort

The contract will include up to six and a half FTE-equivalent positions in each year over a five-year period. These positions will include a part-time project director, a full time project manager for student training and a full-time manager for staff professional development. The project director will provide planning, management and evaluation of the overall project, and will ensure the project's financial and programmatic success. The project managers will facilitate strategic planning and other meetings; conduct research in approaches to student and teacher education and on-going staff professional development. In addition, the staff development project manager will identify and assist in preparing agreements with universities and other educational organizations to support teacher training and credentialing; coordinate

staff training sessions; and analyze information and prepare reports. The project managers for student training and teacher professional development will each have Masters Degree in Education. Both project managers will have expertise in the areas of administration of educational/vocational programs for disadvantaged youth and an understanding of educational and vocational assessment tools and curriculum.

Other staff will include a full time curriculum development and English as a Second Language curriculum and training specialist; a full time technology and education specialist; and a full-time special education and student learning disabilities specialist. The project will be supported by a full-time assistant who will provide logistical assistance.

SECTION D - PACKAGING AND MARKING

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

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

F.2 PERIOD OF PERFORMANCE

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

F.3 LEVEL OF EFFORT

The level of effort for this project (12 months) is between 9 and 11 professional person years. A professional person year is estimated to be between \$90,000 and \$100,000. The level of effort for each option year period is equal to the base year plus inflation. The inflation rate will be determined by the Bureau of Labor Statistics. This includes all costs. These government provided estimates are provided for contractor planning guidance only, and do not bind the government to a specific level of effort nor are they guaranteed or warranted by the government in any manner. The contractor must use its best judgment to determine an appropriate level of effort for the contract work regardless of the accuracy of these estimates. There are 2080 hours in a work year, this includes hours for vacation, sick leave and holidays. Offerors should use their best business judgment when proposing the number of hours for this project.

F.4 REPORTS/DELIVERABLES

Please see Section C.4 of the RFP.

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

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

(B) The Government Authorized Representative is authorized to:

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

G.2 INVOICE REQUIREMENTS

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

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

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

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

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

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

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

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

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

G.3 METHOD OF PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.2 FRINGE BENEFITS

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

H.3 VACATIONS, SICK-LEAVE HOLIDAYS

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

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

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

H.4 TRAVEL AND PER DIEM

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

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

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

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

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

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

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

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

H.5 USE OF AND PAYMENT TO CONSULTANTS

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

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

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

H.6 UNEMPLOYMENT INSURANCE COST

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

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

H.7 ACCOUNTING AND AUDITING SERVICES

(a) Accounting

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

(b) Auditing

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

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

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

H.8 PRINTING

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

H.9 KEY PERSONNEL

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

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

- Project Director for Student and Staff Training -
- Project Director for Staff Development -
- Student Training Manager -
- Project Manager for eLearning planning and Implementation-
- Student Curriculum Development and English as a Second Language Specialist-
- Learning Disabilities Specialist -
- Project Assistant -

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 Acquisition and Assistance, Attention: Division Chief.

H.12 OTHER CONTRACTORS

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

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

H.13 LAWS APPLICABLE

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

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

H.14 DISPOSITION OF MATERIAL

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

H.15 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

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

or national origin; and that his employment practices shall be subject to the same restrictions to ensure nondiscriminatory treatment of beneficiaries of assistance under the Act.

H.16 FEDERAL REPORTS

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

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

H.17 DISCLOSURE OF CONFIDENTIAL INFORMATION

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

H.18 ELIMINATION OF SEXIST LANGUAGE AND ART WORK

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

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

-- Longshore workers instead of longshoremen.

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

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

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

-- Human beings or people instead of mankind.

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

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

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

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

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

-- The lawyer made her final summation.

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

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

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

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

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

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

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

H.19 HAZARDOUS OCCUPATION ORDERS

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

H.20 INSURANCE REQUIREMENTS (FAR-SUBPART 28.3)

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

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

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

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

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

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

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

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

Name of Contracting Officer: Keith A. Bond

Address: USDOL/ETA/OGCM/DCS
200 Constitution Ave., N.W.
Room N-5425
Washington, D.C. 20210

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

H.21 DATA COLLECTION FOR THE DEPARTMENT OF LABOR

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

H.22 PERFORMANCE STANDARDS

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

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

H.23 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING

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

H.24 PUBLICATION OF MATERIALS

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

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

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

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

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

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

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

H.26 INDIRECT COSTS

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

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

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

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

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

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

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

BLOCK 1

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

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

BLOCK 2

(For special indirect cost ceilings)

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

OR

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

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

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

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

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

Tel. (202) 693-4102

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
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 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED	DEC 2001

SECTION I

	VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
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	OCT 2003
52.233-1	DISPUTES	JUL 2002
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUN 2003
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

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

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

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

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NO. PAGES
J.1	CONTRACT PRICING PROPOSAL COVER SHEET, SF 1411	(1 PAGE)
J.2	COST AND PRICE ANALYSIS, ETA 8555	(8 PAGES)
J.3	STATEMENT OF FINANCIAL CAPABILITY, ETA 8554	(2 PAGES)
J.4	COST CONTRACTOR'S INVOICE	(1 PAGE)
J.5	COST CONTRACTOR'S DETAILED STATEMENT OF COSTS, ETA 32	(1 PAGE)
J.6	VETS-100 - FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT, OMB 1293-0005	(2 PAGES)
J.7	PAST PERFORMANCE REFERENCE INFORMATION	(2 PAGES)
J.8	PAST PERFORMANCE EVALUATION QUESTIONNAIRE	(3 PAGES)
J.9	ORAL PRESENTATION EVALUATION QUESTIONNAIRE	(2 PAGES)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

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

(2) The small business size standard is \$6 million [average annual receipts for 3 preceding fiscal yrs].

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

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

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

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that--

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

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

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

K.6 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.7 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

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

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

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

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

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

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

K.8 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
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
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 (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS" or ``DUNS+4" followed by the DUNS number or ``DUNS+4" 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, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

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

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

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

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

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

Mr. Keith A. Bond
Division Chief

Hand-Carried Address:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room N-5425
Washington DC 20210

Mailing Address:

U.S. Department of Labor, ETA/OGCM
Division of Contract Services
200 Constitution Avenue, NW
Room N-5425
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 PAST PERFORMANCE

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

A. A list of five (5) "relevant" contracts and subcontracts (3 prime contracts and 2 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 information form identified in Attachment J.7 will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance. The Government also reserves the right to decide not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed. Offerors are advised to provide the correct point of contact and telephone numbers of past performance references.

L.7 ORAL PRESENTATION

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

The oral presentation and the question and answer session are not part of the offer and are not themselves offers. 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 establishment of competitive range consisting of the most highly rated offerors. The Contract Specialist will notify offerors of the scheduled date and time of their presentation within one week of the establishment of the competitive range. The order in which offerors will make presentations will be determined by drawing lots by the Contract Specialist. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will be entertained only in emergency situations. The Government reserves the right to reschedule an offeror's oral presentation at the discretion of the Contract Specialist.

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

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

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

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

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

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

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

(c) Contract Work Schedule: Present a Gantt chart that illustrates the contract work schedule by [week, month, quarter, or year]. Show the starting date and ending date of each activity identified in the work breakdown analysis. Describe the interrelationships and interdependencies among the tasks. (10 minutes)

(d) Contract Resource Allocations: Describe the types of professional, administrative, clerical and other labor that will be required to perform the contract work. Briefly describe each classification of professional and blue collar labor, including position title(s) and grades, journey-person level qualification requirements, typical journey-person level duties and responsibilities. Describe the total number of hours of each of these professional and blue collar labor classifications that will be allocated to each of the activities identified in the work breakdown analysis from start to finish. Also identify the types and hours of administrative and clerical labor that will be required for each activity. (10 minutes)

(e) Performance Risk Analysis: Identify contingent events that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems. (Do not try to identify every event that could cause some minor difficulty.) Briefly describe the nature of each such event, each work activity with which it is associated, the estimated likelihood of its occurrence, its likely effect on performance if it were to occur, its likely causes, and plans to prevent its occurrence and to respond in the event that it does occur. (20 minutes)

(f) Responsibility Assignments: Identify the components of the offeror's organization that will have primary support responsibility for the performance of each of the activities identified in the work breakdown analysis. Include affiliates, subsidiaries, and subcontractors. Also, identify the individual managers of each such organization. Briefly describe the qualifications of each such organizational component and person, including education and training and especially their experience doing such work. (10 minutes)

(g) Conclusion: The offeror should summarize the main points of its presentation and state why the Government should select the offeror for contract award. (10 minutes)

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

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

7. Government Personnel:

Contract Specialist and/or Contracting Officer.

Federal Staff to assist in the administration of the presentations.

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

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

Each offeror shall use black and white overhead transparencies (slides) to document key points of its presentation. The Government will provide one overhead projector, one flip-chart pad, and marker pens for the offeror's use during the oral presentation. The offeror may not use or submit any other media documents. "The offeror shall submit its set of overhead transparencies and five (5) paper copies to the Government in a sealed package with its offer" (see L.9). Failure to submit the overhead transparencies and paper copies by the date established for receipt of offers will cause the offer to be rejected as non-responsive.

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

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

L.8 SUBMISSION OF PROPOSAL

(A) - General Instructions:

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

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

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

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

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

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

(3) Offerors shall submit an original and three copies of relevant past performance information (See Section L.7 and M.3(D)).

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

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

Problem and Approach

1. The proposal shall provide a statement of the scope of work involved in offeror's own words to demonstrate the offeror's complete understanding of the intent and requirements.

2. The proposal shall fully describe the proposed technical approach to comply with each of the requirements specified under the Statement of Work, including phasing of tasks, methods to be utilized and scheduling of time and manpower.

Experience

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

Personnel

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

(a) Previous work experience, including duties, dates and employing organizations. Duties must be clearly defined in terms of role performed; i.e., manager, team leader, consultant, etc.

(b) A statement of work completed or under-way which is relevant to the proposed work under his contract.

(c) Educational background.

(d) Contemplated position.

(e) Offeror Representations, Certifications, and Acknowledgments

(3) Offerors shall submit an original and three copies of relevant past performance information (See Section L.7 and M.3(D)).

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

Part 3

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

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

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

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

The statement shall be executed by a certified public accountant (CPA), licensed public accountant, a bona-fide accounting or audit organization such as Defense Contract Audit Agency (DCAA) or an entity of equivalent status

acceptable to the Government. Failure to include the above stated supportive materials with your proposal will be a basis for determination of not being acceptable.

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

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

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

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

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

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

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

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

(e) What services (skills) will the subcontract provide?

(f) What experience do they have in this technical area?

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

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

L.9 SPECIAL REQUIREMENTS

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

The offeror's Project Director for Staff Development, Student Training Manager, Project Manager for eLearning Planning and Implementation, Student Curriculum Development and English as a Second Language (ESL) Specialist, Learning Disabilities Specialist and the Project Assistant are considered key staff and must devote 100% of their time to this project. Additionally, the Project Director for Student and Staff Training is considered key personnel and must devote 25% to 50% of his or her time to this project.

Project Director for Student and Staff Training 25%-50% - The offeror's Project Director for Student and Staff Training is a part time commitment to this effort. The Project Director should have a Master's degree from an accredited institution of higher education and have five years experience in managing or evaluating projects of similar size and purpose. The proposed Director should have demonstrated experience in planning, developing, managing and evaluating overall program activities and directing subordinate managers and staff. The proposed Project Director should also have demonstrated experience ensuring that operational planning and capabilities are continuously attuned to customer needs, market trends and changes in technology, as well as ensuring the financial and technical success of projects. The Project Director must be able to assist large educational/vocational youth training programs in developing, implementing and continuously improving educational programs. The Project Director should demonstrate strong facilitation skills, as well as have excellent communication skills, both orally and in writing.

Project Director for Staff Development 100% - The offeror's Project Director for Staff Development must be committed full time to this effort. The Project Director for Staff Development must have a Master's degree in Education from an accredited institution of higher education. The Project Director for Staff Development should demonstrate experience in strategic planning, continuous quality improvement and program evaluation, innovative approaches to teacher education (including teacher-led professional development and learning communities). They should also have demonstrated knowledge of organizations and resources for on-going teacher professional development, the state teacher certification and re-certification requirements for academic instructors. The proposed Project Director for Staff Development should have knowledge and experience with traditional college and university programs for teacher certification as well as alternative teacher certification programs for academic instructors and a familiarity with staff development approaches for student counselors. Experience in staff development training for residential staff in programs to serve disadvantaged youth should also be demonstrated. The proposed Project Director for Staff Development should have experience in research, data collection and analysis, as well as have excellent communication skills, both orally and in writing.

The Student Training Manager 100% - The offeror's proposed Student Training Manager must be committed full time to this effort. The Student Training Manager must have a Master's degree in Education from an accredited institution of higher education. The Student Training Manager should demonstrate experience in strategic planning, continuous quality improvement and program evaluation, as well as in teaching disadvantaged youth in academic or vocational programs. The proposed Student Training Manager should also have experience in administering large educational/vocational programs for disadvantaged youth, students with learning disabilities and other disabilities, as well as the resources available to assist disabled students, as well as a familiarity with educational standards for competency-based high school and vocational training programs. The proposed Student Training Manager should demonstrate a familiarity with a wide range of high school programs for young adults, including alternative high schools, charter schools, online high schools and other distance learning programs, and a knowledge of state high school educational standards and exit exam

requirements. The proposed Student Training Manager should have knowledge of a wide range of student learning styles and application of instructional strategies to address these learning styles (including self-paced instruction, project-based learning, blended learning approaches for the application of technology in classroom instruction). The proposed Student Training Manager have familiarity with case management systems to assist disadvantaged youth with their career development, strong analytical skills, as well as have excellent communication skills, both orally and in writing.

Project Manager for eLearning Planning and Implementation 100% - The offeror's proposed Project Manager for eLearning Planning must be committed full time to this effort. The Project Manager for eLearning Planning and Implementation must have a Bachelor's degree from an accredited institution of higher education. The Project Manager for eLearning should demonstrate experience in strategic planning, continuous quality improvement and program evaluation, evaluation of Learning Management Systems and Learning Content Management Systems, educational software and online content to meet the needs of disadvantaged youth. The proposed Project Manager for eLearning should demonstrate knowledge of International Society for Technology in Education (ISTE) standards and familiarity with teacher professional development programs for helping teachers use computer-based technologies in training students. The proposed Project Manager for eLearning should also have demonstrated a familiarity with strategies and specific training and technical assistance resources to assist teachers in selecting and applying appropriate technologies to deliver student courses. The proposed Project Manager for eLearning should also demonstrate experience in research, data collection and analysis; facilitating meetings and conducting training sessions; as well as have strong analytical skills and excellent communication skills, both orally and in writing.

Student Curriculum Development and English as a Second Language (ESL) Specialist 100% - The offeror's proposed Student Curriculum Development and English as a Second Language (ESL) Specialist must be committed full time to this effort. The Student Curriculum Development and English as a Second Language (ESL) Specialist must have a Masters Degree in Education with a specialty in curriculum development from an accredited institution of higher education and have expertise in the development of competency-based ESL curriculum with an emphasis on the workplace and contextual learning opportunities. Also, this Specialist must demonstrate familiarity with educational standards and a wide range of assessment tools for high school and adult basic education while showing an understanding of the challenges facing LEP individuals from a range of countries. Knowledge of multicultural communication and how to foster diversity in educational, residential, and/or workplace settings is required for this position. The proposed Student Curriculum Development and English as a Second Language (ESL) Specialist should demonstrate experience in facilitating meetings and conducting training sessions; strong analytical skills; and excellent communication skills, both orally and in writing.

Learning Disabilities Specialist 100% - The offeror's proposed Learning Disabilities Specialist must be committed full time to this effort. The proposed Learning Disabilities specialist must have a Masters in Education with a learning disabilities concentration from an accredited institution of higher education and certification as a reading specialist. Additionally, the Learning Disabilities Specialist must be familiar with and knowledgeable about accommodations and curriculum modification for students with learning disabilities including the different types of assistive technologies while demonstrating a knowledge about Section 504 and basic guidelines of the Adults with Disabilities Act. This position requires experience in teaching youth and young adults with learning disabilities in an adult education setting. While it is not required that the proposed Learning Disabilities Specialist be certified in Lindamood Bell and Orton Gillingham reading programs or have experience and training in assistive technologies, experience in these areas is highly desirable. The proposed Learning Disabilities Specialist should demonstrate experience in facilitating meetings and conducting training sessions; strong analytical skills; and excellent communication skills, both orally and in writing.

Project Assistant 100% - The offeror's Project Assistant must be committed full time to this effort. The proposed Project Assistant should have an associate level (2 year) or bachelor's degree from an accredited institution of higher education. The proposed Project Assistant must demonstrate strong organizational skills; extensive experience in planning and arranging conferences, meetings and training sessions; strong customer relations skills; and strong written and verbal communication skills.

L.10 REQUEST FOR CLARIFICATION (RFC)

All Requests For Clarification (RFC) must be received no later than 5:00 p.m. local time, Washington, D.C., July 23, 2004.

Only electronic submission of requests will be accepted. They shall be submitted to Ms. Jennifer Snook at snook.jennifer@dol.gov, with the subject heading RFC DOL041RP00031. 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://www.doleta.gov/sga/rfp.cfm>).

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

L.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

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

M.2 BASIS FOR AWARD (BEST VALUE)

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

The second step will involve evaluation of ORAL PRESENTATION AND CONTRACTOR'S PAST PERFORMANCE of each offeror within the Competitive Range. The ORAL PRESENTATION will consist of the offeror's Capability to Perform the Work (evaluation factor C listed below). Past Performance will be evaluated in accordance with Section L.5 of the solicitation and evaluation factor D listed below. Therefore, each offer should contain the best terms from a cost or price and technical standpoint.

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

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

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

Prospective contractors are advised that the selection of a contractor for contract award is to be made, after a careful evaluation of the offers (proposals) received, by a panel of specialists chosen by DOL/ETA. Each panelist will evaluate

the proposals for technical acceptability using a range of scores assigned to each factor. The factors are presented in the order of emphasis that they will receive (i.e., Factor A has the greatest weight, Factor B the second greatest weight, etc.). The scores will then be averaged to select a contractor for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered.

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

Evaluation criteria are as follows:

A. TECHNICAL APPROACH (60 points)

The offeror's technical approach should reflect an understanding of the Job Corps program and innovative approaches in assisting the Office of Job Corps in successful accomplishment of all phases of the RFP specifically, operational plan - design, implementation, project management and monitoring and reporting. The offeror should demonstrate an understanding of each phase, task, and subtask, described in Section C of the Solicitation.

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

Technical Approach Part I - Student Training (30 points)

- (i) Clear articulation of the unique challenges and opportunities that a large national residential youth training program like Job Corps faces in continually improving the academic program for its student population in each of the following areas:
 - a. Academic assessment
 - b. Setting academic standards for basic skills programs, high school and GED programs
 - c. Preparing standard curricula
 - d. Providing ESL programs
 - e. Incorporating computer-based technology in student training
 - f. Serving students with learning disabilities
- (ii) Comprehensive understanding of the U.S. high school educational system - including a basic understanding of state and local educational program structures (for public, alternative, charter, private and online schools) and impacts of current federal No Child Left Behind legislation.
- (ii) Demonstrated knowledge of the fundamentals of the TABE (Tests of Adult Basic Education), GED, high school exit exams and assessments for English language proficiency.
- (iii) Clear description of the components of eLearning systems that vocational/education training programs typically use (with examples) to assess students' skills, prepare individualized learning plans, make assignments and track student progress.
- (iv) Demonstrated understanding of the features of online program and course content that best support educational/vocational training for disadvantaged youth.
- (v) Clear understanding of the technology infrastructure requirements to support effective establishment and growth of an eLearning system in a vocational/educational program like Job Corps that serves 70,000 students in 118 centers each year.
- (vi) Clear description of the application of continuous quality improvement processes in educational settings - with an emphasis on using data to make program decisions at all levels of the system from administrators to instructors.

(vii) Complete articulation of the contractor's experience in assisting education and training organizations in strategic planning, implementation and evaluation of education programs, and planning and management of eLearning systems to support education programs. Comprehensive proposal for taking steps to assist Job Corps in these areas, based on the contractors' previous experience.

(viii) Comprehensive description of the contractors' experience in helping education and vocational training organizations develop and maintain high quality programs to support students with learning disabilities and a proposal for steps to assist Job Corps, based on previous experience.

(ix) Complete description of the contractors' experience in helping education and vocational training organizations develop and maintain ESL programs and a proposal for Job Corps based on the contractor's experience.

Technical Approach Part II - Staff Training (30 points)

(i) Description of model programs for teacher professional development that the contractor has assisted in developing for other education/vocational youth training programs and potential applications for Job Corps.

(ii) Description of systems the contractor has used to help teachers and other staff in utilizing technology in student training and examples of how the contractor could apply these to Job Corps.

(iii) Clear understanding of the Youth Development Apprenticeship Program and other third party certification models for youth workers.

(iv) Demonstrated knowledge of the "resiliency model" for training staff in the principles and practice of a positive youth development approach.

(v) A clear understanding of positive youth development principles and practices, and a description of how this approach has been implemented in other programs or systems developed by the contractor.

(vi) Clear description of training that the contractor has developed and assisted in implementing for residential advisors in youth educational/vocational programs.

(vii) Familiarity with case management approaches to working with disadvantaged youth and systems to help staff work with students to set students' goals and track students' progress throughout their career training.

(viii) Detailed descriptions of support that the contractor has provided to other youth career training programs in providing conferences, workshops and technical assistance to train staff. This would include names of contact people in organizations who could provide references concerning the training provided.

(ix) Detailed descriptions of pilot projects that the contractor has assisted in developing and implementing in education/vocational training programs for youth.

(x) Detailed descriptions of the contractor's understanding of the uses of technology in training teachers and other youth workers and the contractor's experiences in utilizing different types of technology in staff training.

B. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (30 points)

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

employed by the contractor or are dependent upon planned recruitment or subcontracting. Where subcontractors or outside assistance are proposed, organizational control shall be clearly delineated so as to demonstrate and ensure responsiveness to the needs of the Government.

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

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

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

- i) The experience and qualifications of the proposed Project Director for Student and Staff Training and the amount of time committed to the project. The Project Director should have a Master's degree from an accredited institution of higher education and have five years experience in managing or evaluating projects of similar size and purpose. The proposed Director should have demonstrated experience in planning, developing, managing and evaluating overall program activities and directing subordinate managers and staff. The proposed Project Director should also have demonstrated experience ensuring that operational planning and capabilities are continuously attuned to customer needs, market trends and changes in technology, as well as ensuring the financial and technical success of projects. The Project Director must be able to assist large educational/vocational youth training programs in developing, implementing and continuously improving educational programs. The Project Director should demonstrate strong facilitation skills, as well as have excellent communication skills, both orally and in writing. (Time Commitment - 25% to 50%)
- (ii) The experience and qualifications of the proposed Project Director for Staff Development and the amount of time committed to the project. The Project Director for Staff Development must have a Master's degree in Education from an accredited institution of higher education. The Project Director for Staff Development should demonstrate experience in strategic planning, continuous quality improvement and program evaluation, innovative approaches to teacher education (including teacher-led professional development and learning communities). They should also have demonstrated knowledge of organizations and resources for on-going teacher professional development, the state teacher certification and re-certification requirements for academic instructors. The proposed Project Director for Staff Development should

have knowledge and experience with traditional college and university programs for teacher certification as well as alternative teacher certification programs for academic instructors and a familiarity with staff development approaches for student counselors. Experience in staff development training for residential staff in programs to serve disadvantaged youth should also be demonstrated. The proposed Project Director for Staff Development should have experience in research, data collection and analysis, as well as have excellent communication skills, both orally and in writing. (Time commitment - 100% (full time))

(iii) The experience and qualifications of the proposed Student Training Manager and the amount of time committed to the project. The Student Training Manager must have a Master's degree in Education from an accredited institution of higher education. The Student Training Manager should demonstrate experience in strategic planning, continuous quality improvement and program evaluation, as well as in teaching disadvantaged youth in academic or vocational programs. The proposed Student Training Manager should also have experience in administering large educational/vocational programs for disadvantaged youth, students with learning disabilities and other disabilities, as well as the resources available to assist disabled students, as well as a familiarity with educational standards for competency-based high school and vocational training programs. The proposed Student Training Manager should demonstrate a familiarity with a wide range of high school programs for young adults, including alternative high schools, charter schools, online high schools and other distance learning programs, and a knowledge of state high school educational standards and exit exam requirements. The proposed Student Training Manager should have knowledge of a wide range of student learning styles and application of instructional strategies to address these learning styles (including self-paced instruction, project-based learning, blended learning approaches for the application of technology in classroom instruction). The proposed Student Training Manager have familiarity with case management systems to assist disadvantaged youth with their career development, strong analytical skills, as well as have excellent communication skills, both orally and in writing. (Time commitment - 100% (full time))

(iv) The experience and qualifications of the proposed Project Manager for eLearning Planning and Implementation and the amount of time committed to the project. The Project Manager for eLearning Planning and Implementation must have a Bachelor's degree from an accredited institution of higher education. The Project Manager for eLearning should demonstrate experience in strategic planning, continuous quality improvement and program evaluation, evaluation of Learning Management Systems and Learning Content Management Systems, educational software and online content to meet the needs of disadvantaged youth. The proposed Project Manager for eLearning should demonstrate knowledge of International Society for Technology in Education (ISTE) standards and familiarity with teacher professional development programs for helping teachers use computer-based technologies in training students. The proposed Project Manager for eLearning should also have demonstrated a familiarity with strategies and specific training and technical assistance resources to assist teachers in selecting and applying appropriate technologies to deliver student courses. The proposed Project Manager for eLearning should also demonstrate experience in research, data collection and analysis; facilitating meetings and conducting training sessions; as well as have strong analytical skills and excellent communication skills, both orally and in writing. (Time commitment - 100% (full time))

(v) The experience and qualifications of the proposed Student Curriculum Development and English as a Second Language (ESL) Specialist and the amount of time committed to the project. The Student Curriculum Development and English as a Second Language (ESL) Specialist must have a Masters Degree in Education with a specialty in curriculum development from an accredited institution of higher education and have expertise in the development of competency-based ESL curriculum with an emphasis on the workplace and contextual learning opportunities. Also, this Specialist must demonstrate familiarity with educational standards and a wide range of assessment tools for high school and adult basic education while showing an understanding of the challenges facing LEP individuals from a range of countries. Knowledge of multicultural communication and how to foster diversity in educational, residential, and/or workplace settings is required for this position. The proposed Student Curriculum Development and English as a Second Language (ESL) Specialist should demonstrate experience in facilitating meetings and conducting training sessions; strong analytical skills; and excellent communication skills, both orally and in writing. (Time Commitment - 100% (full time))

(vi) The experience and qualifications of the proposed Learning Disabilities Specialist and the amount of time committed to the project. The proposed Learning Disabilities specialist must have a Masters in Education with a learning disabilities concentration from an accredited institution of higher education and certification as a reading specialist. Additionally, the Learning Disabilities Specialist must be familiar with and knowledgeable about accommodations and

curriculum modification for students with learning disabilities including the different types of assistive technologies while demonstrating a knowledge about Section 504 and basic guidelines of the Adults with Disabilities Act. This position requires experience in teaching youth and young adults with learning disabilities in an adult education setting. While it is not required that the proposed Learning Disabilities Specialist be certified in Lindamood Bell and Orton Gillingham reading programs or have experience and training in assistive technologies, experience in these areas is highly desirable. The proposed Learning Disabilities Specialist should demonstrate experience in facilitating meetings and conducting training sessions; strong analytical skills; and excellent communication skills, both orally and in writing. (Time Commitment - 100% (full time))

(vii) The experience and qualifications of the proposed Project Assistant and the amount of time committed to the project. The proposed Project Assistant should have an associate level (2 year) or bachelor's degree from an accredited institution of higher education. The proposed Project Assistant must demonstrate strong organizational skills; extensive experience in planning and arranging conferences, meetings and training sessions; strong customer relations skills; and strong written and verbal communication skills. (Time Commitment - 100% (full time))

(viii) The time commitment of all personnel assigned to the project (the number of hours per month that each individual will devote to the project over its life), as well as "Letters of Intent" for each professional personnel.

(ix) A resume for each professional personnel to be assigned to the project. The individual(s) proposed professional personnel must have the educational and demonstrated work experience appropriate to their proposed positions. At a minimum, each resume shall include:

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

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

(c) The individual's educational background;

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

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

(xi) 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.

C. CONTRACTOR'S CAPABILITY TO PERFORM THE CONTRACT (25 points)

The Government will evaluate each offeror's capability to perform the contract on the basis of its oral presentation and the responses it gives during the question and answer session that will follow the oral presentation. In making this

evaluation, the government will consider an offeror's : (1) knowledge of the content of the work in terms of constituent activities, their inputs and outputs, and their interrelationships and interdependencies (See Section L.6 (5b)); (2) recognition of the appropriate sequence and realistic duration of the work activities (See Section L.6 (5c)); (3) knowledge of the appropriate types of resources required to perform the work activities (See Section L.6 (5d)); (4) familiarity with the difficulties, uncertainties, and risks associated with the work (See Section L.6 (5e)); and (5) knowledge of the personnel and subcontractor qualifications necessary to the performance of the work (See Section L.6 (5f)).

D. CONTRACTOR'S PAST PERFORMANCE (25 points)

This criterion shall represent 25% of the total score of the proposal. Past performance shall include evaluating offerors with no relevant performance history, and shall provide offerors an opportunity to identify past or current contracts (Federal, State and local government, and private) for efforts similar to the Government requirement. Offerors will be provided the opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating. Offerors shall provide information on problems encountered on the identified contracts and the offerors' corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance. The contracting officer shall determine the relevance of similar past performance information. Offerors shall submit past performance information regarding predecessor companies, key and subcontractors that will perform major or critical aspects of the requirement. Offerors without relevant past performance history or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance. In this instance the offeror would receive a neutral score.

E. PRICE

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

M.4 DETERMINING BEST OVERALL VALUE

In order to determine which offeror represents the best overall value, the Contracting Officer will make a series of paired comparisons among only those offerors that submitted acceptable offers (proposals). If, in any paired comparison, the offeror with the higher 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 technical score and the higher price to represent the better overall value. If not, then the Contracting Officer will consider the offeror(s) with the lower technical score and the lower price to represent the better value. The Contracting Officer will continue to make paired comparisons in this way until they have identified the best overall value. Please be advised that in the event that the offerors within the competitive range are essentially technically equal in terms of technical, past performance other non-cost factors, and price, the Government reserves the right to award multiple contracts under this solicitation.

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