

**TITLE: Job Corps – National Survey Data Collection**

The U.S. Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting firms to perform the following basic work elements and tasks: (1) Provide infrastructure/ data processing support for Workforce Investment Act (WIA) reporting requirements and continuous program improvement; activities to include collecting survey data, processing and analyzing data collected, preparing specialized reports for dissemination, including web site hosting activities; and (2) Provide technical assistance and training to Job Corps National Office, regional offices and centers in the areas of continuous improvement, best practices and other programmatic areas.

**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/sqa/rfp.cfm>**

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

Solicitation Number:	DOL051RP20056
Issue Date:	10/14/2005
Due Date:	11/16/2005
Time:	2:00 p.m. est.
Program Office:	1630
Contracting Officer:	Keith A. Bond
Contact Point:	Chanta N. Ferrell
Phone:	202-693-3622
Fax:	202-693-3846
E-Mail:	ferrell.chanta@dol.gov
Set Aside:	100% Small Business Set-Aside

**PERTINENT TECHNICAL SECTIONS OF SOLICITATION**

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

Section B - Supplies or Services and Price/Costs

Section C - Statement of Work

Section F - Deliverables or Performance

Section L - Instructions, Conditions, and Notices

Section M - Evaluation Criteria

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 98
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DOL051RP20056	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 10/14/2005	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY US Department of Labor, ETA Division of Contract Services 200 Constitution Avenue, NW Room N-4655 Washington DC 20210		CODE ETA	8. ADDRESS OFFER TO (If other than Item 7) US Department of Labor, ETA Division of Contract Services 200 Constitution Avenue, NW Room N-4655 Washington DC 20210			

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

### SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Item 7 until 2:00 pm EST local time 11/16/2005  
(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 Chanta N. Ferrell	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202-693-3622		C. E-MAIL ADDRESS ferrell.chanta@dol.gov
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### OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 202-693-3622		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

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

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

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

Title: **"Job Corps – National Survey Data Collection"**

The U.S. Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting firms to perform the following basic work elements and tasks: (1) Provide infrastructure/ data processing support for Workforce Investment Act (WIA) reporting requirements and continuous program improvement; activities to include collecting survey data, processing and analyzing data collected, preparing specialized reports for dissemination, including web site hosting activities; and (2) Provide technical assistance and training to Job Corps National Office, regional offices and centers in the areas of continuous improvement, best practices and other programmatic areas.

Solicitation No. is DOL051RP20056.

The period of performance is twelve (12) months from the date of contract execution by the government, plus four 1-year options to extend at the discretion of the government.

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

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

A cost reimbursement type contract is contemplated for this requirement.

Closing time and date are November 18, 2005 at 2:00 p.m. local time.

The incumbent contractor under this solicitation is Decision Information Resources, of Houston, Texas under Contract Number AE108430030. The Contract was awarded on July 18, 2000, in the amount of \$2,510,848. The total amount awarded under this contract was \$13,258,537, inclusive of options.

**REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN 5:00 PM LOCAL TIME OCTOBER 28, 2005.**

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

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

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

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

The U.S. Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting firms to perform the following basic work elements and tasks: (1) Provide infrastructure/ data processing support for Workforce Investment Act (WIA) reporting requirements and continuous program improvement; activities to include collecting survey data, processing and analyzing data collected, preparing specialized reports for dissemination, including web site hosting activities; and (2) Provide technical assistance and training to Job Corps National Office, regional offices and centers in the areas of continuous improvement, best practices and other programmatic areas.

**C.2 BACKGROUND**

Job Corps is the nation's largest and most comprehensive residential education and job training program for at-risk youths, ages 16 through 24. Job Corps was originally established by the Economic Opportunity Act of 1964. The program was transferred from the Office of Economic Opportunity to the Department of Labor in 1969. Job Corps was later authorized as part of the Comprehensive Employment and Training Act (1978) under Title IV-B, and this authorization continued as part of the Job Training Partnership Act (JTPA) of 1982. Currently, the program is administered federally through the Employment and Training Administration, National Office of Job Corps. The Job Corps program comprises six regional offices and 122 Job Corps centers nationwide.

Job Corps participants are typically high school dropouts in need of further education and vocational training. Most Job Corps participants live on campus, but in some centers, youth from local areas can commute to centers for training. As an open-entry, open-exit program, Job Corps admits and graduates students throughout the year. Generally, these students are economically disadvantaged ethnic minorities who live in communities that do not foster favorable education or employment outcomes. Job Corps offers these youth academic and vocational training, social skills training, personal and career counseling, health care, and other supportive services. During their Job Corps tenure, students can obtain their secondary school credential, learn a business or trade through the career training program, and participate in work-related training that is intended to make them marketable in jobs that pay a living wage. Students who obtain their high school diploma (or its equivalent) or complete their career technical training are considered to be program graduates.

Upon graduation from Job Corps, youth are prepared to pursue employment opportunities, additional educational and training experiences, or enter the Armed Forces. Career development specialists at Job Corps are responsible for assisting graduates and former enrollees (students who leave the program after 60 days without a credential and do not violate Job Corps' drug or violence policy) with finding a job or enrolling in a school or training program. Career development specialists also help students create resumes and prepare for job interviews. Job Corps has recently intensified its



placement services to graduates by condensing the period of eligibility for placement services to 6 months after they leave the center and by providing more comprehensive services through the Career Development Service System (CDSS). Former enrollees who leave Job Corps without a credential are eligible for up to 3 months of placement services upon termination from Job Corps.

The Workforce Investment Act (WIA) of 1998, which is Public Law 105-220 represented a major reform of the nation's job training system. This legislation was intended to provide workers with the information, advice, job search assistance, and training necessary to get and keep good jobs. Job Corps is identified in the WIA as a publicly financed program for providing job training for youths. Sections 159 c.1.(D), (E), (F), and (G) of the WIA legislation stipulate that the following information about graduates be provided:

- Their average wage on the first day of employment, 6 months after the first day, and 12 months after the first day
- The number who entered and remained in unsubsidized employment 6 months and 12 months after the first day of employment
- The number employed 32 hours per week or more; not less than 20 but less than 32 hours per week; and less than 20 hours per week
- The number who entered post-secondary or advanced training programs

Section 159 d. of the Act mandates that Job Corps collect and report to the Secretary of Labor specific information about the status of former enrollees. According to the WIA, the National Office of Job Corps must provide information about the performance of each center and about the larger program with respect to the number of former enrollees who:

- Entered the Armed Forces
- Entered post-secondary education
- Entered unsubsidized employment related to the vocational training received through the Job Corps program
- Entered unsubsidized employment not related to the vocational training received through the Job Corps program
- Received a secondary school diploma or its recognized equivalent

Although the WIA allows for the placement of former enrollees by Job Corps, placement services are required only for students who graduate from the program. Section 159 d. of the Act requires that Job Corps provide job placement information about former enrollees who may have obtained jobs or admission to educational programs without the assistance of Job Corps.

In addition to providing the National Office of Job Corps with information about placed graduates, this data collection process provides similar data about former enrollees 90 days after they separate from Job Corps. This data collection effort also includes re-verification of initial work and school placements of graduates and former enrollees. The effort to re-verify initial work and school placements is consistent with recommendations by the Office of the Inspector that Job Corps "monitor the services provided by placement contractors to ensure that contract requirements are being met and students are receiving quality placement services."

In addition to WIA requirements, the contractor selected should be prepared to address future reporting requirements as directed in the President's Management Agenda related to "Common Measures" for reporting program performance measures. ETA Guidelines for the Common Measures Policy are outlined in Training and Employment Guidance Letter (TEGL) No. 28-04, dated April 15, 2005. Youth performance measures include (1) placement in employment or education, (2) attainment of a degree or certificate, and (3) literacy and numeracy gains. Specifically, TEGL No. 28-04 provides the following methodology for each of the measures:

**Placement in Employment or Education:**

Of those who are not in post-secondary education, employment, or the military at the date of participation: The number of participants who are in employment or the military or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter divided by the number of participants who exit during the quarter.

**Attainment of a Degree or Certificate:**

Of those enrolled in education (at the date of participation or at any point during the program): The number of participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter divided by the number of participants who exit during the quarter.

**Literacy and Numeracy Gains:**

Of those out-of-school youth who are basic skills deficient: The number of participants who increase one or more educational functioning levels divided by the number of participants who have completed a year in the program (i.e., one year from the date of program participation) plus the number of participants who exit before completing a year in the program.

Job Corps intends to utilize PY 2005 performance results to provide initial baseline data in preparation for official reporting of Common Measures beginning in PY 2006. Note that current follow-up surveys for data collection cover former enrollees and graduates. According to the common measures definitions above, follow-up data will need to be collected for all students in order to report Common Measures outcomes accurately.

### **C.3 OBJECTIVES**

Job Corps has developed structures and policies that support the WIA mandate to provide graduates with 12 months of continued services after the date of their graduation. In addition, the WIA requires Job Corps' performance measures to report 6 and 12 months post-placement verification of employment and earnings. Thus, the primary objective of collecting these data is to provide yearly information to the Secretary of Labor and Congress about the employment and education outcomes of Job Corps graduates and former enrollees according to the WIA reporting requirements.

To fulfill the objectives, Job Corps is seeking a contractor to utilize the OMB-approved survey instruments to collect necessary data. The Paperwork Reduction Act of 1995 (P.L. 104-13) requires Office of Management and Budget (OMB) approval of all paperwork used by the Department of Labor, and its government contractors, for the collection of information.

Because data collected for the Job Corps program is based on individual student records, all information collected is also subject to the Privacy Act of 1974, as amended, and therefore the

selected contractor, as a government contractor, must also comply with confidentiality in the handling of information obtained on each student.

In addition to the data collection and reporting of program results in accordance with WIA and Common Measures requirements, the selected contractor must have the necessary infrastructure available to store/host data and interface seamlessly with the Job Corps Data Center.

This solicitation acknowledges Job Corps' need to obtain support and resources to analyze the program's functioning in a timely manner and assist in implementing and assessing change. It recognizes that additional services are needed to supplement Job Corps to provide services as specified in the scope of work.

#### **C.4 SCOPE OF WORK**

The scope of work consists of two critical areas both involving several major tasks as follows: (1) Provide infrastructure and data processing support for Workforce Investment Act reporting requirements and continuous program improvement; activities to include collecting survey data, processing and analyzing data collected, preparing specialized reports for dissemination, including web site hosting activities; and (2) provide technical assistance and training to Job Corps National Office, regional offices and centers in the areas of continuous improvement, best practices and other programmatic areas.

#### **AREA I. WIA INFRASTRUCTURE/ DATA PROCESSING SUPPORT AND CONTINUOUS PROGRAM IMPROVEMENT**

This area encompasses three major functions: 1) Conducting survey data collection for graduates 6 and 12 months after initial placement; 2) Providing data processing support to integrating data decision making activities into continuous program improvement; and 3) Providing the necessary data analysis to support the continuous improvement efforts.

Milestone 1: Provide infrastructure and data processing support for Workforce Investment Act and Common Measures reporting requirements and continuous program improvement.

Task 1: Administer the 6- & 12-month follow-up survey to graduates, including but not limited to:

- 1) Interfacing with the Job Corps Data Center (JCDC) to obtain student information for Job Corps graduates to use to identify the initial employment or school placement status of graduates and contact information after they leave Job Corps
- 2) Conducting telephone interviews with graduates or their employers and educational institutions at specified times
- 3) Collecting placement and earnings information on all graduates utilizing proven survey techniques to ensure acceptable response rates and adequate staff coverage
- 4) Training survey staff, overseeing and validating the data collected by survey staff

Deliverables and Due Date: Immediately and on-going

- a) Maintain trained staff to conduct 6- & 12-month data collection through use of computer assisted telephone interviewing (CATI) survey tool
- b) Attempt to survey all Job Corps graduates at 6 & 12 months after initial placement
- c) Host and maintain survey database in appropriate format to allow interface with JCDC
- d) Assure that survey data systems interface efficiently with JCDC systems

Task 2: Administer the follow-up survey to former enrollees, including but not limited to:

- 1) Interfacing efficiently with the Job Corps Data Center (JCDC) to obtain student information for Job Corps former enrollees to use to identify the initial employment or school placement status of former enrollees and contact information after they leave Job Corps
- 2) Conducting telephone interviews with former enrollees or their employers and educational institutions at specified times
- 3) Collecting placement and earnings information on all former enrollees utilizing proven survey techniques to ensure acceptable response rates and adequate staff coverage
- 4) Training survey staff, overseeing and validating the data collected by survey staff

Deliverables and Due Date: Immediately and on-going

- a) Maintain trained staff to conduct data collection for former enrollees through use of computer assisted telephone interviewing (CATI) survey tool
- b) Attempt to survey Job Corps former enrollees (placed and non-placed) 90 – 120 days after exit (Note: all placed former enrollees are to be surveyed; a sample is used for non-placed former enrollees.)
- c) Collect information about FE's status; make referrals to the extent possible
- d) Update contact information in CIS case notes
- e) Host and maintain survey database in appropriate format to allow interface with JCDC
- f) Assure that survey data systems interface efficiently with JCDC systems

Task 3: Process data and prepare specialized reports in support of WIA and Common Measures reporting requirements and for continuous program improvement, including web site hosting, including but not limited to:

- 1) Conducting data processing on survey data
- 2) Preparing specialized reports per National Office of Job Corps specifications
- 3) Preparing specialized reports as requested for distribution to the field

Deliverables and Due Date: Immediately and on-going

- a) Staff and manage the initial placement verification
- b) Maintain validation information in data base
- c) Notify Regional Offices regarding any invalid placements

Milestone 2: Implement system utilizing data based decision making for continuous program improvement

Task 1: Work with the Federal Management Team to implement strategy for using data to improve program accountability at different levels (centers, regional operations, national operations), including but not limited to:

- 1) Conducting and/or participating in meetings with FMT and other operations management staff to assess needs related to continuous improvement
- 2) Preparing and updating systems integrating collected data and data-based decision making into continuous program improvement activities at national, regional and center levels

Deliverables and Due Date: Immediate and on-going

- a) Report results of needs assessments
- b) Provide system updates and distribute data-based decision making implications as requested

Milestone 3: Conduct data analysis to support decision-making and continuous program improvement

Task 1: Employ 2 FTEs skilled in data analyses, programming, statistical analyses and data manipulation to provide on-going analysis and technical assistance related to major WIA and Common Measures programmatic changes

Deliverables and Due Date: Immediately and on-going

## **AREA II. TECHNICAL ASSISTANCE AND TRAINING**

This area includes assessing needs of the Job Corps community related to technical assistance and training necessary to be successful in implementing structural changes related to data collection (Area I), as well as developing various modes of training and technical assistance tools needed to assist the Job Corps community regarding follow-up surveys and use of data for decision-making and continuous program improvement.

Milestone 1: Assess needs of Job Corps community and prepare technical assistance tools

Task 1: Participate in Federal Management Team, Center Director and Regional meetings to gather information related to training needs aimed at assisting transitional needs

Deliverables and Due Date: Immediately and on-going

- a) Attend FMT meetings as requested
- b) Develop other modes of collecting field information
- c) Conduct TA needs assessment(s) as requested
- d) Prepare various types of technical assistance tools including CDS, best practices guides, 1-800 help lines, etc.

**C.5 SPECIAL REQUIREMENTS**

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

1. Project Director – Minimum of 5 years experience with Job Corps-related performance management systems and administration; Offerors are advised that the Project Director must be employed by the prime contractor; Time commitment: 90% (base year);
2. Senior Project Manager – Minimum of 3 years experience with Job Corps-related performance management systems and administration; Time commitment: 75% (base year);
3. Senior Project Analyst – Minimum of 3 years experience with analyses of Job Corps-related performance management systems; Time commitment: 50% the first year;
4. Survey Director – Minimum of 3 years experience with survey management and administration using a CATI system; Time commitment: 75% base year);
5. IT Specialist – Minimum of 3 years experience with technical issues related to data exchange/data processing; Time commitment: 50% (base year);
6. Telephone Supervisor – Minimum of 2 years experience with CATI survey administration and supervision; Time commitment: 100% (base year).

**SECTION D - PACKAGING AND MARKING**

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

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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



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

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

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

**F.2 PERIOD OF PERFORMANCE**

The period of performance shall be twelve(12) months from the date of execution plus four 1-year options at the Government's discretion.

**F.3 LEVEL OF EFFORT**

The level of effort for this project is estimated to be between 25 and 30 professional person years. A professional person year is estimated to be between \$90,000 and \$100,000. This includes all costs. The level of effort for each option period is equal to the 12 month contract base year period plus inflation. The inflationary rate shall be determined by the Bureau of Labor Statistics.

**F.4 REPORTS/DELIVERABLES**

The contractor shall be responsible for the submission of reports and deliverables described in Section C.4 of the solicitation.

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

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

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

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

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

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

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

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

(1) Name and address of the Contractor;

(2) Invoice date;

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

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

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

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

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

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

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

## **G.2 METHOD OF PAYMENT**

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

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

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, provide the name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains electronic funds transfer messages. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**H.2 FRINGE BENEFITS**

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

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

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

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

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

**H.4 TRAVEL AND PER DIEM**

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

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

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

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

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

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

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

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

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

(b) The amount or rate of payment will be determined on a case-by- case basis, taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in his specialized field, comparable pay for positions under the

Classification Act or other Federal pay systems, rates paid by private employers and rates previously paid other experts or consultants for similar work.

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

### **H.9 KEY PERSONNEL**

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

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

- Project Director
- Senior Project Analyst
- Survey Director
- IT Specialist
- Telephone Supervisor
- Senior Project Manager

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

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

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

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

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

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other contractors and Government



employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

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

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

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

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

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CRF 1320 shall apply to this

contract. No plan, questionnaire, interview guide or similar device for collecting formation (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

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

### **H.17 DISCLOSURE OF CONFIDENTIAL INFORMATION**

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

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

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

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

-- Longshore workers instead of longshoremen.

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

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

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

-- Human beings or people instead of mankind.

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

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

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

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

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

-- The lawyer made her final summation.

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

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

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

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

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

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

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

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

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

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

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

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

B. Occupational Diseases Insurance - As required by applicable law. In any area where all occupational diseases are not compensable under applicable law, insurance for occupational diseases

shall be secured under the employer liability section of your insurance policy, minimum per accident \$100,000.

C. Employer Liability - This insurance is to cover any liability imposed upon an employer, by law, for damages on account of personal injuries, including death resulting 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 Worker's Compensation law, and other exclusions stated in the policy. The required coverage for bodily injury shall be \$200,000 per person and \$500,000 per occurrence.

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

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

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

Name of Contracting Officer: Keith A. Bond

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

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

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

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

## **H.22 PERFORMANCE STANDARDS**

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

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

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

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

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

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

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

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

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

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

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

4. Estimated costs, including any indirect costs, for the options years shall be determined at the time of contract execution. Any anticipated deviations from total pre-estimated option year costs must be presented to the Contracting Officer in writing, with an explanation and justification of the anticipated deviation(s), 10 calendar days after receipt of notice by the contractor of the 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

**DOL051RP20056**

**SECTION H**

200 Constitution Avenue, N.W., Room S-1510  
Washington, D.C. 20210  
Tel. (202) 693-4102

(End of Clause)



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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	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	JAN 2005
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	MAY 2004
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 VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (MAR 2005)	MAR 2005
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 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

**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 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**

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

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

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

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

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

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

\*\*\*\* End Full Text - '5221914' \*\*\*\*

**I.4 52.219-17 SECTION 8(A) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Department of Labor the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Department of Labor Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Department of Labor.

**I.5 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE  
8(A) CONCERNS (JUNE 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The will notify the Department of Labor Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

\*\*\*\*\* '5223225A' Replaced with Text Document \*\*\*\*\*

#### **I.6 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)**

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

(a) Invoice payments--

(1) Due date.

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**I.7 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)**

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

Mailing Address:

Telephone Number:

Person to Contact:

Electronic Address:

**I.8 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**

<b>ATTACHMENT NUMBER</b>	<b>TITLE</b>	<b>DATE</b>	<b>NO. PAGES</b>
J.1	CONTRACT PRICING PROPOSAL COVER SHEET, SF 1411,		(1 PAGE)
J.2	COST AND PRICE ANALYSIS, ETA 8555,		(8 PAGES)
J.3	STATEMENT OF FINANCIAL CAPABILITY, ETA 8554,		(2 PAGES)
J.4	COST CONTRACTOR'S INVOICE, ETA 3100-1		(1 PAGE)
J.5	COST CONTRACTOR'S DETAILED STATEMENT OF COST, ETA 3-2		(1 PAGE)
J.6	VETS-100 - FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT, OMB 1293-0005		(2 PAGES)
J.7	PAST PERFORMANCE REFERENCE INFORMATION		(2 PAGES)
J.8	PAST PERFORMANCE EVALUATION QUESTIONNAIRE		(2 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 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the

representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-----

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


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**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(MAY 2004)**

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

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

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

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

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

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

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

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

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small



Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

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

Service-disabled veteran-owned small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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

(a) Definition.

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

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

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

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

Listed End Product

## Listed Countries of Origin

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

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

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

**K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)**

The offeror represents that--

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

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

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

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

The offeror represents that--

(a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of

Labor (41 CFR 60-1 and 60-2), or (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.9 SIGNATURE BLOCK**

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

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

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

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

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

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

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

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

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

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

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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

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

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

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

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

**L.3 52.233-2 SERVICE OF PROTEST (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 Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Keith A. Bond  
Contracting Officer

Hand-Carried Address:

US Department of Labor, ETA  
Division of Contract Services  
200 Constitution Avenue, NW  
Room N-4655

Washington DC 20210

Mailing Address:

US Department of Labor, ETA  
Division of Contract Services  
200 Constitution Avenue, NW  
Room N-4655  
Washington DC 20210

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

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

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

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

**L.5 PAST PERFORMANCE**

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

A. A list of five (5) "relevant" contracts and 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. Offerors must make sure they provide the correct phone numbers, addresses and points of contact for their references. Include the following information for each contract and subcontract:

1. Name of contracting activity
2. Contract number
3. Contract type
4. Total contract value
5. Contract work
6. Contracting officer and telephone
7. Program manager and telephone
8. Administrative contracting officer, if different from #6  
and telephone number
9. List of major subcontractors

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

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

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

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

D. Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's reference questionnaire form identified in Section J.8 will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance. The Government also reserves the right to 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.6 ORAL PRESENTATION**

After the receipt of offers (proposals) by the Government, every eligible offeror must make an oral presentation to the Government's evaluation panel and participate in a question and answer session.



The sole purpose of the oral presentation and question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

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

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

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

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

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

4. Offeror's presentation team: A maximum of five contractor personnel (prime and subcontractor) may participate. These individuals/presenters will attend the oral presentation and the question and answer session and shall answer questions directed to them. 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 90% time operational responsibility for contract performance shall be present and shall, at a minimum, answer questions directed to him/her during the question and answer session.

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

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

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

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

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

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

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

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

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

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

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

7. Government Personnel:

Contract Specialist and/or Contracting Officer.

Federal Staff to assist in the administration of the presentations.

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

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

Each offeror shall use black and white overhead transparencies (slides) to document key points of its presentation. The Government will provide one overhead projector, one flip-chart pad, and marker pens for the offeror's use during the oral presentation. The offeror may not use or submit any other media documents. "The offeror shall submit its set of overhead transparencies and five (5) paper copies to the Government in a sealed package with its offer" (see L.7). Failure to submit the overhead transparencies and paper copies by the date established for receipt of offers will cause the offer to be rejected as non-responsive.

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

There is no limit to the number of overhead transparencies that an offeror may use during its presentation. However, when evaluating the offeror's presentation, the Government will consider only the information on the transparencies that were actually projected during the presentation. The production and use of an excessive number of slides may be detrimental to an offeror's interests.

The presentations will be audio taped by the Government. Offerors should mark slides in accordance with FAR 52.215-1 (e), Restrictions on Disclosure and Use of Data, as appropriate.

## L.7 SUBMISSION OF PROPOSAL

(A) - General Instructions:

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

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

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

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

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

(2) Offerors shall submit an original and three copies of resumes, letters of intent for all "professional personnel," staffing, and staff/time loading charts, etc., (See Section M.2(B));

(3) Offerors shall submit an original and three copies of relevant past performance information (See Section L.5 and M.2(C)); and

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

The Technical Proposal shall not make reference to cost or price data so that an independent technical evaluation may be made on the basis of technical merit alone. Failure to comply with this requirement will result in a determination of non-responsiveness. Proposals specifying less than one hundred twenty (120) days Government Acceptance may be considered not acceptable. Any exceptions taken by a offeror 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 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.

(d) Binding Signed Contracts for personnel proposed for the following key personnel positions: Project Manager/Director, and Task Leaders for the technical assistance tasks, i.e. Logistical Coordinator, Conference Planner, etc. These persons are responsible for (1) Grantee Conferences; (2) Monitoring Grantees Technical Assistance needs; and (3) Providing On-going Technical Assistance.

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 technical 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 technical 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.8 SPECIAL REQUIREMENTS**

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

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

Project Director – Minimum of 5 years experience with Job Corps-related performance management systems and administration; Offerors are advised that the Project Director must be employed by the prime contractor; Time commitment: 90% (base year);

Senior Project Manager – Minimum of 3 years experience with Job Corps-related performance management systems and administration; Time commitment: 75% (base year);

Senior Project Analyst – Minimum of 3 years experience with analyses of Job Corps-related performance management systems; Time commitment: 50% the first year;

Survey Director – Minimum of 3 years experience with survey management and administration using a CATI system; Time commitment: 75% base year);

IT Specialist – Minimum of 3 years experience with technical issues related to data exchange/data processing; Time commitment: 50% (base year);

Telephone Supervisor – Minimum of 2 years experience with CATI survey administration and supervision; Time commitment: 100% (base year).

### **L.9 REQUEST FOR CLARIFICATION (RFC)**

All Requests for Clarification (RFC) must be received no later than 5:00 p.m. local time, October 28, 2005.

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

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

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



**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 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 CONTRACTOR'S PAST PERFORMANCE of each offeror within the Competitive Range. Past Performance will be evaluated in accordance with Section L.5 of the solicitation and evaluation factor C listed below. The second step will also involve evaluation of an ORAL PRESENTATION presented by each of the offerors within the Competitive Range. Evaluation of oral presentations will consist of the offeror's CAPABILITY TO PERFORM THE WORK (evaluation factor D listed below). Therefore, each offer should contain the best terms from a cost or price and technical standpoint.

A cost realism analysis and a Field Pricing Review will be performed for all technically acceptable offerors. Contract award will be based on the combined evaluations of the Technical Approach, Individual Staff Experience and Qualifications, Contractor's Past Performance, Contractors Capability to Perform the Work, 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.2 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE)**

### **A. TECHNICAL APPROACH (50 points)**

The Offeror's technical approach should reflect an understanding of the Job Corps program and its Performance Management System, Outcomes Measurement Systems (OMS), the Government Results and Reporting Act (GPRA) requirements, and the President's Management Agenda Common Measures for reporting program results. The Offeror should demonstrate an understanding of each phase, task and subtask described in Section C of the Solicitation.

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

1. Area I. - Knowledge of WIA Infrastructure/Data Processing Support and Continuous Program Improvement as described in the Scope of Work (Section C);
2. Area II. – Knowledge of Technical Assistance and Training as described in the Scope of Work (Section C)

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

This section of the proposal shall include sufficient information for judging the quality and competence of all staff proposed to be assigned to the project to assure that they meet the required qualifications. Successful performance of the proposed work depends heavily on the qualifications of the individuals committed to this project, and the adequacy of the time commitment for each individual in relation to the specific tasks that they will perform. Accordingly, the Government, in its evaluation of the contractor's proposal, will place considerable emphasis on the contractor's commitment of personnel qualified for the work involved in accomplishing the assigned tasks.

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

The following information shall also be furnished:

1. The proposed key personnel to include, at a minimum, the Project Director, Senior Project Manager, Senior Project Analyst, Survey Director, IT Specialist and Telephone Supervisor;

2. The proposed project organization including contact information and an organizational chart of all personnel assigned to the project;
3. 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 proposed personnel;
4. A resume for each proposed 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 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. Signed letters of intent for all professional staff, including consultants (excluding clerical staff) with a countersignature from the contractor/offeror.
6. Loading charts showing the number and percentage of hours for each staff for the total duration of the project (based on a total of 10,400 hours), staff time for each year (based on a year of 2,080 hours) and staff time by task or project subpart (as per the management plan).

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

(i) The experience and qualifications of the proposed key personnel to include, at a minimum, the Project Director, Senior Project Manager, Senior Project Analyst, Survey Director, IT Specialist and Telephone Supervisor and the amount of time for each committed to the project. Key personnel shall be qualified professionals capable of supervising activities involved in support of each task; have knowledge and experience related to their role in the project; be qualified to coordinate all project-related personnel matters; communicate both orally and in writing with all levels of ETA personnel; develop and implement staffing plans; coordinate staff travel requirements, as needed; and otherwise manage aspects of the project.

The following outlines the minimum number of years of project-related experience and the required percentage time commitment to be dedicated during the first year of the project:

- (a) Project Director – Minimum of 5 years experience with Job Corps-related performance management systems and administration; Time commitment: 90% (base year);
  - (b) Senior Project Manager – Minimum of 3 years experience with Job Corps-related performance management systems and administration; Time commitment: 75% (base year);
  - (c) Senior Project Analyst – Minimum of 3 years experience with analyses of Job Corps-related performance management systems; Time commitment: 50% the first year;
  - (d) Survey Director – Minimum of 3 years experience with survey management and administration using a CATI system; Time commitment: 75% base year);
  - (e) IT Specialist – Minimum of 3 years experience with technical issues related to data exchange/data processing; Time commitment: 50% (base year);
  - (f) Telephone Supervisor – Minimum of 2 years experience with CATI survey administration and supervision; Time commitment: 100% (base year).
- (ii) The experience and qualifications of all proposed personnel and the amount of time committed of the project.

(iii) Modified resumes for all professional personnel, with information that will make it possible for reviewers to determine if the criteria have been met. (Professional personnel is defined as all staff excluding consultants and administrative staff.) An example of the modified resume follows Section M. In addition to standard information on individuals' work history, educational background, honors and awards, and publications, modified resumes should include the following:

- a. Proposed title/position(s), component or task of the evaluation in which these will be
- b. performed, functional role(s), activities, number of hours and percentage (of 10,400 hour) for each functional role, and total hours and total percentage of hours for the individual. Each position in the project should be separately listed.
- c. Current employment status, title, and the activities or projects on which the individual is currently working;
- d. Start and stop dates (by month/year) and roles for each item under work experience and a brief description of activities for each role.

(iv) Signed 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.

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

### **C. CONTRACTOR'S PAST PERFORMANCE (30 POINTS)**

Offerors shall submit past and current contracts (Federal, State and local government and private) for efforts similar to the Government requirement. Past performance information regarding predecessor companies, key personnel who have relevant experience, and subcontractors that will perform major or critical aspects of the project shall be provided. The required information shall include the name and identifying contract number of the project, the contracted amount, the tasks accomplished under the project, the period of performance for the contract and a contact with telephone number at the contracting entity. In addition, offerors shall describe any problems encountered on the identified contracts and the offeror's corrective 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 event that the offeror has no relevant past performance information the offeror would receive a neutral score.

### **D. CONTRACTOR'S CAPABILITY TO PERFORM THE TERMS OF 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 the quality of: (1) the evaluation design, methodologies, tasks, deliverables and other activities, as well as of interrelationships and interdependencies among different parts, and whether these are likely to lead to successfully meeting evaluation objectives (See Section L.6 (5b)); (2) the sequence and realistic duration of the work activities (See Section L.6 (5c)); (3) the adequacy of resources required to perform the work activities (See Section L.6 (5d)); (4) the knowledge of the difficulties, uncertainties, and risks associated with the work and the quality of the plans to address or mitigate these risks (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)).

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

- (1) Whether all elements of the proposed evaluation are likely to lead to successfully meeting evaluation objectives;
- (2) The sequence and realistic duration of the work activities;
- (3) The adequacy of resources required to perform the work activities;
- (4) The knowledge of the difficulties, uncertainties, and risks associated with the work and the quality of the plans to address or mitigate these risks; and
- (5) Personnel and subcontractor qualifications necessary to the performance of the work.

## E. PRICE

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

### M.3 DETERMINING BEST OVERALL VALUE

In order to determine which offeror represents the best overall value, the Contracting Officer will make a series of paired comparisons among only those offerors that submitted acceptable offers (proposals). If, in any paired comparison, the offeror with the higher technical score 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 technical score has the higher price, then the Contracting Officer will decide whether the difference in technical score 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 technical discussion to the source(s) whose offer is the most advantageous to the Government, price and other factors considered.

### M.4 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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



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

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

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

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

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

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

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

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

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

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

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

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**Example of a Modified Resume:**

**Plato Jones**  
**Ideal Research Associates**  
**Ether, CO**

**Proposed Position(s) in UI Evaluation:** Task Leader and Team Member

**Position # 1:**

Proposed title: Task Leader  
Task Area: UI Reciprocity Study  
Functional role: Leader, coordinator and analyst  
Activities: Will provide direction and coordinate team of researchers, communicate with Project Director, analyze data on non-filers, and be part of writing and editorial team producing interim report  
Time Commitment Over 5-Years: 2,080 hours, or 20% of 10,400

**Position # 2**

Proposed Title: Team Member  
Task Area: Final Synthesis Paper  
Functional Role: Analyst and Writer  
Activities: Will review other components of project and as part of a team will write and edit section on UI reciprocity and its implications for future research. Will also edit and review other sections of the report  
Time Commitment Over 5 years: 520 hours, or 5 percent of 10,400

**Total Time Commitment Over 5 years:** 2,600 or 25% of 10,400

**Relationship to Proposer Organization:** Member of subcontractor organization

**Current Title and Role:** Senior Research Analyst, Project Manager

**Current Work/Projects:** CO UI studies on...

**Experience:**

September 03 to Present – Project Director, Social Science Research Section, Ideal Research; coordinates with all team members, manages development of site visit protocol etc.  
Aug 1999-Sept. 03 – Senior Analyst at Ideal Research

**Papers:**

Jones, Plato and Troy, Helen, UI in the Mountains: Shifts in reciprocity during off-peak seasons, 1999, Principal Author

Jones, Plato and Smith, Aristotle, Is Empiricism Dead or Just Sleeping?, 1994, Contributed to literature search.

**Education:** (as per typical resume).....

**Awards:** (as per typical resume) ....