

1. CONTRACT NUMBER	3. SOLICITATION NUMBER DOL081RP2163	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY U.S. Department of Labor, ETA/OGCM Division of Contract Services 200 Constitution Avenue, NW Room N-4655 Washington DC 20210	CODE ETA	8. ADDRESS OFFER TO (If other than Item 7) U.S. Department of Labor, ETA Division of Contract Services 200 Constitution Avenue, NW Room N-4655 Washington, DC 20210
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

3. Sealed offers in original and See L.6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 2:00pm (Hour) local time 1-6-2009 (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 Vera Montague	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202-693-3318	C. E-MAIL ADDRESS montague.vera@dol.gov
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11. TABLE OF CONTENTS See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

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)
DUNS # _____			

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 202-693-3318	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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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 checked="" 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) CODE		25. PAYMENT WILL BE MADE BY CODE <u>ETA</u>	

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Table of Contents

PART I - THE SCHEDULE	A-1
SECTION A - SOLICITATION/CONTRACT FORM	A-1
SF 33 SOLICITATION, OFFER AND AWARD.....	A-1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	C-1
C.1 PURPOSE	C-1
C.2 BACKGROUND.....	C-1
C.3 OBJECTIVES OF THE PROPOSED.....	C-2
C.4 TASKS.....	C-3
C.5 TASKS OY 3 & 4.....	C-3
SECTION D - PACKAGING AND MARKING	D-1
[For this Solicitation, there are NO clauses in this Section].....	D-1
SECTION E - INSPECTION AND ACCEPTANCE	E-1
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	E-1
SECTION F - DELIVERIES OR PERFORMANCE	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	F-1
F.2 PERIOD OF PERFORMANCE.....	F-1
F.3 DELIVERABLES.....	F-1
F.4 PUBLICATION OF MATERIALS.....	F-2
SECTION G - CONTRACT ADMINISTRATION DATA	G-1
G.1 INVOICE REQUIREMENTS.....	G-1
G.2 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION.....	G-2
G.3 DOLAR2952.201-70 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE	G-3
SECTION H - SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 BUDGET LINE ITEM FLEXIBILITY	H-1
H.2 TRAVEL AND PER DIEM	H-1
H.3 USE OF AND PAYMENT TO CONSULTANTS.....	H-1
H.4 ACCOUNTING AND AUDITING SERVICES	H-2
H.5 PRINTING	H-2
H.6 KEY PERSONNEL.....	H-3
H.7 CONTRACT NUMBER IDENTIFICATION.....	H-3
H.8 SUBMISSION OF CORRESPONDENCE	H-3
H.9 OTHER CONTRACTORS.....	H-3
H.10 DISPOSITION OF MATERIAL.....	H-3
H.11 RIGHTS IN DATA-SPECIAL WORKS.....	H-4
H.12 OMB CLEARANCE OF RECORD COLLECTIONS.....	H-5
H.13 DISCLOSURE OF CONFIDENTIAL INFORMATION- PERSONALLY IDENTIFIABLE INFORMATION/DATA COLLECTION FOR THE DEPARTMENT OF LABOR	H-5
H.14 ELIMINATION OF SEXIST LANGUAGE AND ART WORK	H-5

H.15 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING	H-6
H.16 PUBLICATION OF MATERIALS.....	H-6
H.17 INDIRECT COSTS.....	H-6

PART II - CONTRACT CLAUSES.....I-1

SECTION I - CONTRACT CLAUSES.....I-1

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	I-1
I.2 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)	I-2
I.3 52.222-42 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004).....	I-3

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS..... J-1

J.1 CONTRACT PRICING PROPOSAL COVER SHEET (1 page).....	J-1
J.2 COST AND PRICE ANALYSIS, ETA FORM 8555 (8 pages).....	J-1
J.3 STATEMENT OF FINANCIAL CAPABILITY, ETA 8554 (2 pages).....	J-1
J.4 COST CONTRACTOR'S INVOICE, ETA 3100-1 (1 page).....	J-1
J.5 COST CONTRACTOR'S DETAILED STATEMENT OF COST, ETA 3-2 (1 page).....	J-1
J.6 PAST PERFORMANCE EVALUATION QUESTIONNAIRIE (2 PAGES).....	J-1
J.7 PAST PERFORMANCE REFERENCE INFORMATION SHEET (2 pages).....	J-1
J.8 ORAL PRESENTATION EVALUATION QUESTIONNAIR (2 pages).....	J-1
J.9 VETS-100-FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT (2 PAGES).....	J-1
J.10 MODIFIED RESUM (1page).....	J-1

PART IV - REPRESENTATIONS AND INSTRUCTIONS K-1

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS..... K-1**

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORSL-1

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	L-1
L.2 52.216-1 TYPE OF CONTRACT (APR 1984)	L-1
L.3 52.233-2 SERVICE OF PROTEST (SEP 2006).....	L-1
L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)....	L-2
L.5 PAST PERFORMANCE.....	L-2
L.6 SUBMISSION OF PROPOSAL.....	L-2
L.7 SPECIAL REQUIREMENTS.....	L-5
L.8 CONFIRMATION OF PROPOSED KEY PERSONNEL (OCT 2000).....	L-5
L.9 LEVEL OF EFFORT	L-5
L.10 REQUEST FOR CLARIFICATION (RFC).....	L-5

SECTION M - EVALUATION FACTORS FOR AWARDM-1

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	M-1
M.2 BASIS FOR AWARD (BEST VALUE).....	M-1
M.3 EVALUATION CRITERIA.....	M-1
M.4 DETERMINING BEST OVERALL VALUE.....	M-4

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

Title: "Random Assignment Evaluation of the Prisoner Re-Entry Initiative (PRI)"

The U.S. Department of Labor, Employment and Training Administration (DOL/ETA) is soliciting proposals to select a contractor to conduct a rigorous, random-assignment evaluation of Prisoner Re-Entry Initiative (PRI), a demonstration serving formerly incarcerated individuals through employment-centered programs. The evaluation will examine PRI's impact on participants' post-program labor market outcomes and criminal recidivism by comparing outcomes of PRI participants to the outcomes of randomly-assigned individuals who are eligible for, but do not receive, PRI services. Each member of the research sample will be tracked for at least one year after random assignment, which will be completed during the contract's initial performance period.

Solicitation No. is DOL081RP2163

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

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

The North American Industry Classification System (NAICS) Code is 541611, with a \$7.0 million size standard.

A cost reimbursement plus fixed fee type contract is contemplated for this requirement.

Closing time and date are February 6, 2009 at 2:00 p.m. local time.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN 2:00 PM LOCAL TIME January 16, 2009.

Only electronic submission of requests for clarification will be accepted. They shall be submitted to Ms. Vera R. Montague at montague.vera@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 a late RFC raises an issue of significant importance, the government will respond. All responses will be provided 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 Federal Business Opportunities Internet site www.fbo.gov and the DOLETA site <http://www.doleta.gov/sga/rfp.cfm>. For all offerors interested in being placed on a bidders list and networking for the above referenced RFP, please provide the Name and Address of Organization; Telephone Number; and Point of Contact electronically to Vera Montague at montague.vera@dol.gov, by 2:00 p.m., January 16, 2009.

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**Statement of Work for the Random Assignment Evaluation of the Prisoner Re-Entry Initiative (PRI)****C. 1 PURPOSE**

The Employment and Training Administration (ETA) has a requirement for a rigorous, random assignment evaluation of the Prisoner Re-Entry Initiative (PRI), a demonstration serving formerly incarcerated individuals through employment-centered programs. The evaluation will examine PRI's impacts on participants' post-program labor market outcomes and criminal recidivism by comparing outcomes of PRI participants to the outcomes of randomly-assigned individuals who are eligible for, but do not receive, PRI services. Each member of the research sample will be tracked by the contractor for at least one year after random assignment, which will take place during the first three years of the project. The contract will include two additional one-year government options for a longer-term follow-up.

C.2 BACKGROUND**C.2.1 THE PRISONER RE-ENTRY INITIATIVE**

Experts estimate that each year over 632,000 inmates are released from state and Federal prisons and return to their communities and families. Without help, a majority of ex-offenders do, in fact, return to criminal activity. Currently, almost three of five returning ex-offenders will be charged with new crimes within three years of their release from prison and two out of five will be re-incarcerated. Anecdotal evidence suggests that active intervention for ex-offenders can help increase employment and decrease crime and recidivism. Studies of offenders making the transition to communities have found that the existence of multiple and organized services, combined with criminal justice supervision, can reduce the recidivism rate and help ex-offenders become productive, tax-paying members of society.

Released prisoners face a myriad of challenges that contribute to a return to criminal activity, re-arrest, and re-incarceration. Joblessness among ex-prisoners has been broadly linked to recidivism rates. Statistics demonstrate that even before incarceration, adult prisoners demonstrate weak or non-existent ties to the workforce. Data from 1997 show that nearly one-third of adult prisoners were unemployed in the month before their arrest, compared to seven percent unemployment in the general population.¹ Post-incarceration, employment rates only get worse—unemployment among ex-prisoners has been estimated at between 25 and 40 percent. Likewise, prisoners also demonstrate low levels of educational attainment. Nineteen percent of adult state prisoners are completely illiterate and 40 percent are functionally illiterate;² over half of state parole entrants were not high school graduates and as many as eleven percent had only an eighth grade education or less.³ Additionally, the high economic cost of incarceration and the loss of large numbers of potential workers in some cities and regions across the U.S. threaten our nation's global competitiveness and in some cities and regions across America, it represents a real disincentive for business investment.

In order to successfully reintegrate into the community, it is essential that ex-offenders possess the skills and receive the support necessary to enter and compete in the workforce. The Prisoner Re-entry Initiative was designed to draw on the unique strengths of faith-based and other community organizations (FBCOs) and to rely on them as primary partners for social service delivery to ex-offenders. Through the use of intermediary organizations, this initiative requires FBCOs to develop relationships and deliver rehabilitation services for the formerly incarcerated, including the key components of this program: employment, transitional housing and mentoring. The trust that many FBCOs have earned is invaluable, since collaboration and communication with public, private and nonprofit providers and policymakers are essential to helping those in resource-poor neighborhoods. A total of 30 FBCOs have participated in the PRI since 2005.

The grantees seek to reduce recidivism by helping reentering, non-violent prisoners find work and stable housing after they return to their communities. Through employment-centered programs, they have provided mentoring and

1 Petersilia, 2002. *When Prisoners Come Home: Parole and Prisoner Reentry*

2 Rubinstien, 2001 as quoted in Petersilia, 2002

3 Petersilia, 2002

employability development as well as a variety of related services, including workforce development, basic skills remediation, counseling and case management, job training, subsidized jobs, referral to transitional housing and mental and substance abuse services.

On August 14, 2008, the PRI grantees were informed of an opportunity to receive a fourth year of funding, through a limited competition. ETA awarded grants to 24 of the existing PRI grantees, totaling approximately \$13.2 million. The total grant award will be split evenly among the sites funded in year four, and the expected average grant award is approximately \$550,000. Those grantees selected for additional funding will continue operations until the spring, 2010. In applying for these funds, grantees have agreed to cooperate in this random assignment evaluation and to provide enrollment and participation data, and other relevant information collected during program operations, as necessary.

C.2.2 PAST EVALUATION OF THE PRISONER RE-ENTRY INITIATIVE

Over the first and second years of operation, an implementation and output evaluation of PRI was conducted by Coffey Consulting LLC. The evaluation team observed and described the experiences of intermediary grantees in bringing together the necessary community partners, including the local One-Stop Career Center, for providing the prescribed comprehensive services. The evaluation relied on information collected by grantees and reported through the PRI management information system (MIS) as well as on-site observations of the initiative's evolution in each community. It also featured a cost-effectiveness analysis comparing each community's intended outputs, specifically, jobs and stable housing, with the resources expended to produce them.

The previous evaluation revealed that the 30 PRI grantees enrolled a total of 13,315 participants between November 1, 2005, and May 6, 2008, with nearly half of participants enrolled in PRI within one month of their release from jail or prison. Moreover, 86 percent of PRI participants were on parole, probation, or some other form of community supervision when they enrolled. Participants received PRI services for an average of 12 weeks, with half participating for eight or fewer weeks, and two-thirds were placed in unsubsidized employment during their participation. In addition, about half of those participants who had exited the program were reported as employed for at least one day during the first full calendar quarter after exit. Finally, sites ranged in reporting between 70 percent and 82 percent of participants having no criminal justice arrests during the first year after release. The evaluation's interim report can be found at: http://wdr.doleta.gov/research/FullText_Documents/PRI%2DEval%20Interim%20Report%20%2D%206%2D11%2D08%20Epdf

C.3. OBJECTIVES OF THE PROPOSED EVALUATION

The objective of this contract is to perform an evaluation is to conduct an independent random-assignment evaluation of the PRI in conjunction with a qualitative analysis of PRI grantee operations. The proposed evaluation will provide net impacts on labor market outcomes and criminal recidivism. Further, the evaluation will:

1. Measure the impacts of PRI on participants' labor market and recidivism outcomes over all sites;
2. Examine the program's impacts by subgroups, including age, race/ethnicity, gender and veteran status;
3. To the extent possible, examine program effects by service component (employability development and mentoring);
4. Describe and assess the cooperation and linkages between the programs, partners and other key groups or institutions. In particular, describe the linkages formed with the local One-Stop center and key service providers, including training providers, working in partnership with the center;
5. Document and describe the job training and placement services, transitional housing, mentoring and other transitional services received by ex-offenders participating in the program and those in the control group.

The contractor shall be responsible for:

1. Planning, implementing and, in collaboration with the grantees, conducting random assignment of PRI applicants in each site;
2. Conducting an analysis of the implementation of PRI in the study sites; and
3. Conducting a full net impact analysis that includes appropriate follow-up data collection.

C.4 TASKS (Base Year, Option Year One and Option Year two)

1. **Evaluation Design.** The contractor shall finalize an evaluation design within 180 days of award, contingent on ETA approval, that describes the design for random assignment, anticipated sample sizes, procedures for collecting initial demographic data on research sample members, procedures for collecting follow-up data one year after random assignment, and the framework for analyzing and reporting to ETA. It will include a data collection plan for the quantitative and qualitative information (including criminal justice administrative data), data collection instruments and procedures, the conceptual framework for the analysis, and a schedule for the evaluation, including a timeline for project activities. The evaluation design shall describe the methodology for designing and monitoring the random assignment process, providing technical assistance to sites, accessing and utilizing the initiative's management information system, monitoring site compliance, and conducting the implementation analysis. The plan should also describe procedures for accessing and storing state criminal justice records. Offerors should note that, because the grantees' operations are expected to cease in the spring of 2010, it will be necessary to complete the design and implementation of random assignment quickly, in order to have a full year period of random assignment.
2. **Implementation and Conduct of Random Assignment.** The selected contractor will arrange for an Institutional Review Board's review of the proposed random assignment design. Once IRB and ETA approval are received, the contractor shall provide technical assistance services to the PRI grantees for implementing random assignment. This shall include training site personnel on random assignment procedures (including informed consent), collaborating with the sites in tailoring random assignment procedures to their individual circumstances, development and dissemination of evaluation materials such as procedure guides and informed consent forms, and monitoring the grantees' compliance with the procedures throughout the period of random assignment (expected to be 12 months).
3. **Implementation Evaluation.** The contractor shall conduct an implementation evaluation that will provide the context for the impact estimates. The data collection plan for the implementation evaluation will include site visits and collection of management information system data from the participating grantees.
4. **Follow-up Data Collection.** The contractor shall be responsible for collecting all data necessary for the evaluation. This shall include follow-up data on the study sample through a survey and criminal justice records. ETA anticipates that the follow-up survey will be administered approximately twelve months after random assignment, and that criminal records data will be accessed to track recidivism among the treatment and control groups for at least 12 months after release from prison. However, offerors should propose what they consider to be the optimal method(s) and timing of surveys and administrative data collection. The contractor will assist ETA in obtaining the approval of the Office of Management and Budget (OMB) for data collection by developing a clearance package and assisting in responding to any comments or questions from OMB or others.
5. **Analysis.** The contractor shall conduct a rigorous net impact analysis and present the findings in well-written reports that fully document the analysis and findings.
6. **Oral Briefings.** The contractor will provide approximately three oral briefings on the study at the request of the COTR. This may include both briefings for ETA and participation in grantee meetings.

C.5. TASKS (Option Year Three and Option Year Four)

The contract will include options for a longer-term follow-up of the study sample (both treatments and controls). During Option Year Three, the contractor will:

1. Design and implement plans for a follow-up interview at approximately three years after random assignment.

During Option Year Four, the contractor will:

1. Conduct interviews and collect criminal justice data covering the same period.
2. Analyze the data and prepare a report on PRI's longer-term impacts on labor-market and recidivism outcomes.

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 for this evaluation will be twelve (12) months plus four 1 year options from the date of contract execution.

F. 3. DELIVERABLES

The contractor shall deliver the following documents to the COTR at the time specified. All draft documents shall be delivered by e-mail in Microsoft Word. Hard copies of draft documents shall be delivered to the COTR upon request. Final versions of all documents shall be delivered electronically via e-mail in both Microsoft Word and PDF formats by the date specified. If requested by the COTR, the contractor also shall deliver ten hard copies of the final version of each document by the date specified. Deliverables 2, 6, 7, 8, and 9 are intended for external audiences and ETA intends to publish them on its website. All other deliverables are intended for internal ETA use, but may be released to the public if ETA deems it desirable to do so.

1. Monthly Progress Reports. The first such report will be due thirty (30) calendar days after the contract beginning date and subsequent reports will be due monthly thereafter. Reports should address monthly progress of tasks specified in the statement of work, identification of problems and plans for the resolution of those problems, and a brief discussion of planned activities for the upcoming month. If necessary, an updated work plan for the remainder of the contract period should be included. The reports shall be due on the 15th of each month.
2. Evaluation Design Report. The contractor shall prepare a study design report, incorporating feedback from ETA. The final design will include:
 - (a) a list of study questions and a plan for addressing those questions,
 - (b) a plan for conducting and monitoring random assignment procedures at each PRI grantee site,
 - (c) a data collection plan, including draft data collection instruments and an approach for coordinating quantitative data collection with the technical assistance provider,
 - (d) a data analysis plan, and
 - (e) a proposed schedule of study tasks with timelines.

The evaluation design shall be due no later than 90 days after the beginning of the period of performance. ETA will review and provide comments on the evaluation design and the final version shall incorporate these comments.

3. Site Visit Guides. The contractor will develop site visit protocols that lay out a detailed and well-structured process for collection of data needed for the qualitative analysis. The site visit protocols shall include a list of specified items to be observed and recorded, and shall be tailored to gather information from different sources.

The site visit protocols shall be submitted to ETA for review and revised to incorporate ETA comments. The contractor will work with ETA to obtain OMB approval for the site visit protocols, if warranted.

4. Monthly Memoranda on the Status of Random Assignment. The contractor will prepare monthly memoranda showing, at a minimum, sample build-up by site and by treatment/control status, and other information relevant to the progress of random assignment. The reports should identify any problems that may interfere with achieving the necessary number for the research sample identified in the evaluation design, plans for the resolution of those problems, and plans for the upcoming month. If necessary, an updated work plan for the remainder of the random assignment procedures should be included.
5. Monthly Memoranda on the Follow-Up Data Collection. The contractor will prepare monthly memoranda showing, at a minimum, progress in collecting follow-up information from the research sample by site and by treatment/control status, and other relevant information. The reports should identify any problems that may interfere with achieving the necessary response rate for the research sample as identified in the evaluation design, plans for the resolution of those problems, and plans for the upcoming month. If necessary, an updated work plan for the remainder of the data collection shall be included.
6. Interim Report. The interim report will cover the conduct of random assignment and program implementation. It shall describe the entire random assignment process, challenges and successes, and present demographic information about the research sample based on the PRI management information system. It shall also update plans for collection and analysis of follow-up data and describe efforts to obtain appropriate administrative data for the final analysis. A report outline shall be due within 11 months of the contract beginning date, with a draft report due three months after the completion of random assignment. The revised report shall be due one month after receipt of feedback on the draft report.
7. Final Report. The final report will respond to the study questions and document all available qualitative contextual information and all quantitative data pertaining to the program's impacts. An outline for the report will be due five months before the end of Option Year Two with a draft report due two months after receipt of comments on the outline. The final report will be due one month after the contractor receives ETA's comments on the draft.
8. Public Use Files and Documentation
The contractor will provide two copies of edited electronic files containing all data gathered for the evaluation, stripped of personal identifiers, along with documentation and instructions sufficient to allow easy and accurate retrieval of the data by other researchers. An electronic version of the data specifications, variable listing, and summary statistics should be provided for each data set, regardless of format. The electronic files shall be submitted to the project officer no later than 10 days before the expiration date of the contract, including any option phases. Data sets are to be provided to ETA in a format agreed to with the FPO.
9. Longer-Term Follow-Up Report (Option Year Three and Four). If the government option is exercised, the longer-term follow-up report will document all information pertinent to the program's longer-term impacts. An outline for the report will be due five months before the end of Option Year Four with a draft report due two months after receipt of comments on the outline. The final report will be due one month after the contractor receives ETA's comments on the draft.

F.4 PUBLICATION OF MATERIALS

The contractor may not publish any works prepared under this Contract without prior written approval of the Contracting Officer. However, if the contractor has requested such approval but has not received a response from the Contracting Officer within nine months after final submission of the report to the Department of Labor, then the Contractor may publish their findings with the disclaimer included below. A final submission is a document that addresses or remedies all

internal or ETA-initiated peer review recommendations or comments. Further, in any publication, the contractor shall acknowledge the support of the Department of Labor with the following statement:

“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 [insert number]. The contents of this publication do not necessarily reflect the views or policies of the Department of Labor, nor does mention of trade names, commercial projects, or organizations imply endorsement of same by the U.S. Government.”

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

The Contractor will prepare and submit proper invoices in accordance with the criteria outlined below. (Also, see Clause 52.232-25 "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 U.S. Department of Labor, ETA, Division of Accounting not more frequently than monthly, unless otherwise so authorized in the contract.

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

(3) Three copies of the invoice should be submitted to the office listed below:

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

With a one copy going to:

TBD
COTR
U.S. Department of Labor, ETA
200 Constitution Avenue, N.W., Room N-5637
Washington, DC 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 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRY
(52.232-33) (OCT 2003)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor’s EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor’s EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor’s EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve

System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

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

- (a) The Contracting Officer's Technical Representative (COTR) for this contract is **TBD**.
- (b) The COTR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies of 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 services 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 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.3 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.4 ACCOUNTING AND AUDITING SERVICES

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.

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.5 PRINTING

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. The intent of this and other printing limitations is to eliminate duplication of final documents.

The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black). Such pages shall not exceed the maximum image size of 10-3/4 by 14-1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.

The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology. Such pages shall not exceed the maximum image size of 10-3/4 by 14-1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.

The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.

H.6 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 minimum percentage of time required for key personnel positions are identified below as:

- Project Director - 30 % -
- Principal Investigator(s) - 20% -
- Task Leader(s) - 15 % (for each task) -
-
-

H.7 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.8 SUBMISSION OF CORRESPONDENCE

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

H.9 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.10 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.11 RIGHTS IN DATA – SPECIAL WORKS (52.227-17) (DEC 2007)

(a) *Definitions.* As used in this clause—

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the

Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

H.12 OMB CLEARANCE OF RECORD COLLECTIONS

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 CFR 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting information (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.13 DISCLOSURE OF CONFIDENTIAL INFORMATION – PERSONALLY IDENTIFIABLE INFORMATION/DATA COLLECTION FOR THE DEPARTMENT OF LABOR

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. 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.14 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 20 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.15 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.16 PUBLICATION OF MATERIALS

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

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

H.17 INDIRECT COSTS

This clause is applicable to all awardees receiving funds from multiple sources. Organizations receiving funds from only one source does not need an indirect cost rate (ICR) approved.

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) Private-for-Profit organizations - Federal Acquisition Regulation (FAR) Subparts 31 and 42.
- (2) State and local governments and Indian Tribal governments - OMB Circular A-87.
- (3) Educational Institutions - OMB Circulars A-21 and FAR 42.705-3.
- (4) Nonprofit organizations - OMB Circular A-122.

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.

Note that 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 approved indirect cost rates.

Support for Indirect Cost Claims

As part of the business proposal (see Section L for details), you will need to identify whether or not you have a current Federally approved indirect cost rate to support your indirect cost claims. A copy of the rate agreement will be requested to verify the Federal cognizant (Federal agency providing the preponderance of direct federal funds to the organization) agency and the rate information (rate approved, type of indirect cost rate(s) approved, and allocation base).

You will also need to provide historical and budgetary rate information to support the rates proposed if the offeror does not have a federally approved indirect cost rate. More information is available in Section L.

Temporary Billing Rate (TBR) – For those offerors that do not have a Federally approved indirect cost rate, the Contracting Officer may negotiate a (TBR) to allow initial indirect cost claims for the first 90 days of award.

During these 90 days, the offeror must submit an acceptable indirect cost proposal to your Federal cognizant agency to obtain a provisional indirect rate. **Failure on your part to submit an indirect cost proposal within this 90 day period means that you shall not receive further reimbursement for your billing rate. Also, action may be taken to recoup all indirect costs already paid to you.**

Ceiling Indirect Rates or Ceiling Amounts - The Contracting Officer may impose the offeror administrative cost limitations (ceilings) regarding the contract based on the documentation received. Please note that these “ceilings” does not exclude your organization from the responsibility of submitting an indirect cost rate proposal(s) for approval.

It is important to point out that all organizations are to submit a final indirect cost proposal to its cognizant agency within 180 days after the end of its fiscal year.

If **DOL** is your Federal cognizant agency, proposals shall be sent to:

Chief, Division of Cost Determination (DCD)
 U.S. Department of Labor, OASAM
 200 Constitution Avenue, N.W., Room S-1510
 Washington, D.C. 20210
 Tel. (202) 693-4100

<http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm>

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-8	FIXED-FEE	MAR 1997
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-6	NOTICE OF SMALL BUSINESS SET-ASIDE	JUNE 2003
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	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH	JUN 1998

	DISABILITIES	
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	JUL 2005
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT-SUPPLIES	JUNE 2003
52.225-5	TRADE AGREEMENTS	NOV 2006
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-17	INTEREST	JUN 1996
52.232-19	AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMP PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)	
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JULY 2002
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
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUNE 2007)	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCLUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996) (SMALL BUSINESSES)

- (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.

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

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

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

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

ATTACHMENT NUMBER	TITLE	NO. PAGES
J.1	Contract Pricing Proposal Cover Sheet, Standard Form 1411	(1 page)
J.2	Cost and Price Analysis, ETA form 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	Past Performance Evaluation Questionnaire	(2 pages)
J.7	Past Performance Reference Information Sheet	(2 pages)
J.8	Vets-100 - Federal Contractor Veterans Employment Report, OMB 1293-0005	(2 pages)
J.9	Modified Resume	(1 page)

CONTRACT PRICING PROPOSAL COVER SHEET		1. SOLICITATION/CONTRACT/MODIFICATION NO.		FORM APPROVED OMB NO. 9000-0013	
NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))					
2. NAME AND ADDRESS OF OFFEROR (Include Zip Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NUMBER	
		4. TYPE OF CONTRACT ACTION (CHECK)			
		A. NEW CONTRACT		D. LETTER CONTRACT	
		B. CHANGE ORDER		E. UNPRICED ORDER	
5. TYPE OF CONTRACT (Check) <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> Other (Specify)		C. PRICE REVISION/REDETERMINATION		F. OTHER (Specify)	
		6. PROPOSED COST (A+B=C)			
		A. COST \$	B. PROFIT/FEE \$	C. TOTAL \$	
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE.					
8. List and reference the identification, quantity and total price proposed for each contract item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)					
A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REFERENCE	
9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If Available)					
A. CONTRACT ADMINISTRATION OFFICE			B. AUDIT OFFICE		
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B) <input type="checkbox"/> YES <input type="checkbox"/> NO		11B. TYPE OF FINANCING (Check One) <input type="checkbox"/> ADVANCE PAYMENTS <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) <input type="checkbox"/> YES <input type="checkbox"/> NO			13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain) <input type="checkbox"/> YES <input type="checkbox"/> NO		
14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)					
A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO No CAS covered contracts.			B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 OR 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) <input type="checkbox"/> YES <input type="checkbox"/> NO		
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO			D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO		
This proposal is submitted in response to the RFP, contract modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regarding the form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.					
15. NAME AND TITLE (Type)			16. NAME OF FIRM		
17. SIGNATURE				18. DATE OF SUBMISSION	

U.S. Department of Labor Employment and Training Administration		COST AND PRICE ANALYSIS		
Enter below the totals for the various categories which are detailed on the attached sheets of this EXHIBIT.				
A. DIRECT COSTS:				
1. Staff Salaries _____				\$
2. Fringe Benefits for Staff _____				\$

3. Staff Travel and Per Diem _____				\$
a. Travel _____				\$
b. Per Diem _____				\$
4. Consultant Fees _____				\$
5. Consultant Travel and Per Diem _____				\$
a. Travel _____				\$
b. Per Diem _____				\$
6. Rent (Office Space)				
Total No. Square Ft.	Cost Per Sq. Ft. Per Mo. (Include utilities and Custodial services)*	% OF TIME SPACE IS USED BY PROJECT STAFF	No. OF MONTHS	DURATION OF LEASE
(1)	(2)	(3)	(4)	(5)
* Check items below included in rent. IF NOT INCLUDED, SHOW ESTIMATED COST PER YEAR.				
<input type="checkbox"/> Heat _____				
<input type="checkbox"/> Light _____				
<input type="checkbox"/> Water _____				
<input type="checkbox"/> Janitorial and Maintenance Services _____				
TOTAL RENT COST PER YEAR (Plus Utilities) (Budget Item A-6) ▶				
7. Insurance				
Liability Amount (Coverage Amount)		Cost For Year		**Covers damage done to other persons or to property other than that of contractor
\$ _____		\$ _____		
8. Bonding				
Fidelity Bond (Coverage Amount)		Number of Staffmembers Covered		Cost for Duration of contract ▶
\$ _____		_____		_____
9. Materials and Supplies _____				\$
10. Communications _____				\$
a. Telephone _____				\$
b. Telegraph _____				\$
c. Postage _____				\$
11. Property _____				\$
12. Supportive Services (Not covered under items 1-11 above) (i.e., temporary help for field studies, etc.) _____				\$
13. Subcontracts Costs _____				\$
a. Minority _____				\$
b. Non-minority _____				\$
TOTAL ESTIMATED DIRECT COSTS				\$
B. INDIRECT COSTS				
1. Overhead at _____ of \$ _____				\$
2. General and Administrative at _____ of \$ _____				\$
TOTAL ESTIMATED INDIRECT COSTS				\$
C. TOTAL ESTIMATED DIRECT AND INDIRECT COSTS				\$
D. FEE (if applicable) _____				\$
E. TOTAL ESTIMATED COST INCLUDING FEE (if applicable)				\$

U.S DEPARTMENT OF LABOR Employment and Training Administration		SUMMARY - STAFF COSTS (Continued)		
A-2 EMPLOYER'S COST OF FRINGE BENEFITS FOR STAFF:				
TYPE OF BENEFIT	PER- CENT	TIMES	AMOUNT (In Dollars)	TOTAL COST
1. F.I.C.A.		X		\$
2. WORKER'S COMPENSATION		X		\$
3. HEALTH AND WELFARE INSURANCE		X		\$
a. Retirement				
b. Pension		X		\$
4. OTHER (Specify)		X		\$
a. FUTA				
b. SUI		X		\$
TOTAL (Employer's cost of fringe benefits for staff) (Budget Item A-2)				\$

A-3 STAFF TRAVEL EXPENSE:				
TRANSPORTATION DATA				
No. of Miles Traveled	Mileage Cost Per Round Trip	No. of Weeks	Mode of Travel Used	Cost to Transport Staff- members on Project Business
	\$			\$

a) average per diem various areas				PER DIEM AND ACTUAL COST DATA
No. of Days Per Diem Used	Cost Per Day	Actual Cost (In Lieu of Per Diem)	TOTAL - Staff Travel Expenses (Budget Item A-3)	
	\$	\$	\$	\$

A-5 CONSULTANT TRAVEL EXPENSES:				
TRANSPORTATION DATA				
No. of Miles Traveled	Cost Per Mile	No. of Weeks	Mode of Travel Used	Cost to Transport Staff- members on Project Business
	\$			\$

PER DIEM AND ACTUAL COST DATA			
NO. of Days of Per Diem Used	Cost Per Day	Actual Cost (In Lieu of Per Diem)	TOTAL - Staff Travel Expenses (Budget Item A-3)
	\$	\$	\$

COMMENTS:

U.S DEPARTMENT OF LABOR Employment and Training Administration		COMMUNICATIONS			
<i>List below all communications costs that are estimated necessary for performance of this program/study.</i>					
A-10 COMMUNICATIONS					
TYPE OF COMMUNICATION		AMOUNT PER MO.	NO. OF MONTHS	BASED ON AVG. PER MONTH	TOTAL-Communications Cost (Budget Item A-10)
		(1)	(2)	(3)	(4)
TELEPHONE	Base Rate	\$			\$
	Toll Calls	\$			\$
TELEGRAPH	Telegrams	\$			\$
POSTAGE	Letters / Reports	\$			\$

A-11 PROPERTY REQUIREMENTS					
ITEM NO.	DESCRIPTION OF ITEM (Stock No. If Known)	QTY.	UNIT	UNIT COST	TOTAL
(1)	(2)	(3)	(4)	(5)	(6)
TOTAL-Property Requirements Cost (budget item A - 11)					\$
COMMENTS:					

U.S DEPARTMENT OF LABOR Employment and Training Administration		SUPPORTIVE SERVICES and SUBCONTRACT COSTS	
A-12 SUPPORTIVE SERVICES			
<i>List below other services not supplied by staff which are a cost to the program / study on a flat rate basis and show method of calculation:</i>			
TYPE OF SERVICE	FURNISHED BY	FLAT RATE CIRCULATION (No. of units X flat rate)	TOTAL
(1)	(2)	(3)	(4)
			\$
TOTAL - Supportive Services (budget item A-12)			\$

A-13 SUBCONTRACT COSTS			
<i>List below all subcontractor costs that are estimated as necessary for performance of this program study. Also identify in column (1a) below, if subcontractor is (a) minority business, (b) nonminority business, (c) small business, (d) small disadvantaged business - 8(a), (e) nonprofit organizations and educational institutions and/or (f) other entity (includes individual).</i>			
NAME OF CONTRACTOR	IDENTITY	TYPE OF SERVICES OR MATERIAL SUBCONTRACTED	TOTAL
(1)	(1a)	(3)	(4)
			\$
TOTAL - Subcontract Costs (budget item A-13)			\$
TOTAL Direct Costs (Section A)			\$

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

B. INDIRECT COSTS

List below the indirect costs that are estimated as applicable for performance of this program/study:

If indirect costs are included, the offeror must attach a statement setting forth the proposed method of apportioning such costs (INDIRECT COST POOL) between this study and other activities of the Offeror. The statement should also set forth the proposed provisional overhead or general and administrative rate, the basis for same, and whether or not this proposed rate is the latest recommended rate for the offeror on Government Contracts and the name of the cognizant Government Agency which approved the rate.

Any rates accepted as part of the proposal will be provisional rates only, except for educational institution proposals which may be on the basis of a negotiated provisional, predetermined or fixed rate, and the resulting contract will include a negotiated overhead rate clause in accordance with Federal Procurement Regulations 1-3.704-1.

- 1. Overhead at _____ % of \$ _____
(insert base)
- 2. General and Ad-
ministratlve at _____ % of \$ _____
(insert base)

COMMENTS

U.S. DEPARTMENT OF LABOR ! Employment and Training Administration

RFP NO.

STATEMENT OF FINANCIAL CAPABILITY
--

◀ (Insert the Name and Complete Mailing Address of Offeror)

<p>A. DATE LAST BALANCE WAS PREPARED ▶</p> <hr/> <p style="text-align: center;">PERIOD COVERED (<i>Month, Day, Year</i>)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">From</td> <td style="width: 50%; text-align: center;">To</td> </tr> </table> <hr/> <p>FILED WITH</p> <hr/> <p>C. DATE FISCAL YEAR ENDS (<i>Month, Day, Year</i>) •</p>	From	To	<p>B. FINANCIAL CONDITION <i>(as of Date)</i></p> <p style="text-align: right;">19</p> <table style="width: 100%;"> <tr> <td>(1) Cash</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>(2) Current Assets</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>(3) Current Liabilities</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>(4) Net Worth</td> <td style="text-align: right;">\$</td> </tr> </table>	(1) Cash	\$	(2) Current Assets	\$	(3) Current Liabilities	\$	(4) Net Worth	\$					
From	To															
(1) Cash	\$															
(2) Current Assets	\$															
(3) Current Liabilities	\$															
(4) Net Worth	\$															
<p>D. FINANCIAL ARRANGEMENTS TO FACILITATE PERFORMANCE DURING INITIAL PHASE OF CONTRACT (X appropriate box(es)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"> (1) Own Resources <input type="checkbox"/> Yes <input type="checkbox"/> No </td> <td style="width: 20%;"> (2) Bank Credit <input type="checkbox"/> Yes <input type="checkbox"/> No </td> <td style="width: 10%;"> If YES, complete ▶ </td> <td style="width: 40%;"> a. Name of Bank (1): </td> <td style="width: 10%;"> b. Amount \$ </td> </tr> <tr> <td colspan="5"> (3) Other (<i>if YES, Specify</i>) <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> </table>		(1) Own Resources <input type="checkbox"/> Yes <input type="checkbox"/> No	(2) Bank Credit <input type="checkbox"/> Yes <input type="checkbox"/> No	If YES, complete ▶	a. Name of Bank (1):	b. Amount \$	(3) Other (<i>if YES, Specify</i>) <input type="checkbox"/> Yes <input type="checkbox"/> No									
(1) Own Resources <input type="checkbox"/> Yes <input type="checkbox"/> No	(2) Bank Credit <input type="checkbox"/> Yes <input type="checkbox"/> No	If YES, complete ▶	a. Name of Bank (1):	b. Amount \$												
(3) Other (<i>if YES, Specify</i>) <input type="checkbox"/> Yes <input type="checkbox"/> No																
<p>E. IF ADVANCE PAYMENT IS INDICATED UNDER D(3) ABOVE, COMPLETE THE FOLLOWING:</p>																
<p>(1) Estimated Amount of Advance Payment \$ _____ for _____ months.</p>	<p>(2) The following advances from the Government are presently being received: (Complete columns a thru e below)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">AGENCY'S NAME AND ADDRESS</th> <th style="width: 15%;">PERIOD OF CONTRACT</th> <th style="width: 15%;">CONTRACT NO.</th> <th style="width: 15%;">AMOUNT OF ADVANCE</th> <th style="width: 25%;">BANK AGREEMENT WITH</th> </tr> <tr> <th style="text-align: center;">(a)</th> <th style="text-align: center;">(g)</th> <th style="text-align: center;">(c)</th> <th style="text-align: center;">(d)</th> <th style="text-align: center;">(e)</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH	(a)	(g)	(c)	(d)	(e)					
AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH												
(a)	(g)	(c)	(d)	(e)												

F. THE FOLLOWING IS A LIST OF CURRENT CONTRACTS WITH THIS OR ANY OTHER GOVERNMENT AGENCIES.
 (If additional space is needed, attach additional sheet(s))

AGENCY'S NAME, ADDRESS, AND TELEPHONE NO.	CONTRACT NO.	AMOUNT OF CONTRACT	PERIOD OF CONTRACT
(1)	(2)	(3)	(4)

G. IF OVERHEAD/INDIRECT COSTS ARE INCLUDED IN YOUR COST PROPOSAL, THE FOLLOWING DATA WILL BE FURNISHED.

(1) Name and Address(es) of Cognizant Government Audit Agency	(2) Name and Address of Government Auditor	
	Telephone No.	Area Code ▶ ()
(3) Date Last Rate was Computed and Negotiated _____ (Month, Day, Year)		
(4) If no government audit agency computed and authorized the rate claimed, complete a, b, and c below.		
(a) How it is computed?	(b) Who?	(c) Date (Mo., Day, Yr.)

ATTACH COMPUTATION DATA USED.

COMMENTS

CERTIFICATION: *I CERTIFY that to the best of my knowledge and belief the information contained herein is TRUE and CORRECT.*

SIGNATURE	TYPED NAME AND TITLE	DATE (Mo., Day, Yr.)
-----------	----------------------	----------------------

CONTRACTORS DETAILED STATEMENT OF COSTS U.S. DEPARTMENT OF LABOR
 Employment and Training Administration

Contractor's Name	Contract Number			
	Invoice Number			
Cost Category	Contract Budget (1)	Cumulative Final Cost to (2)	Costs for Report Month (3)	Estimated Costs to (4)
Salaries and Wages				
Fringe Benefits				
TOTAL PERSONNEL COSTS				
Other Expenses (Specify & list below)				
TOTAL OTHER EXPENSES				
TOTAL CONTRACT COSTS				

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

A. PERFORMANCE HISTORY:

1. To what extent did the contractor adhere to contract delivery schedules?

- | | |
|---|-----|
| Considerably surpassed minimum requirements | (4) |
| Exceeded minimum requirements | (3) |
| Met minimum requirements | (2) |
| Less than minimum requirements | (1) |

COMMENTS: _____

2. To what extent were the contractor's reports and documentation accurate and complete?

- | | |
|---|-----|
| Considerably surpassed minimum requirements | (4) |
| Exceeded minimum requirements | (3) |
| Met minimum requirements | (2) |
| Less than minimum requirements | (1) |

COMMENTS: _____

3. To what extent was the contractor able to solve contract performance problems without extensive guidance from government counterparts?

- | | |
|-------------------------|-----|
| Considerably successful | (4) |
| Generally successful | (3) |
| Little success | (2) |
| No success | (1) |

COMMENTS: _____

4. To what extent did the contractor display initiative in meeting requirements?

- | | |
|-----------------------------------|-----|
| Displayed considerable initiative | (4) |
| Displayed some initiative | (3) |
| Displayed little initiative | (2) |
| Displayed no initiative | (1) |

COMMENTS: _____

5. Did contractor commit adequate resources, in a timely fashion, to the contract to meet the requirements and to successfully solve problems?

- Provided abundant resources (4)
- Provided sufficient resources (3)
- Provided minimal resources (2)
- Provided insufficient resources (1)

COMMENTS: _____

6. To what extent was the contractor effective in interfacing with Government staff?

- Extremely effective (4)
- Generally effective (3)
- Generally ineffective (2)
- Extremely ineffective (1)

COMMENTS: _____

7. What was the overall performance of the contractor?

- Excellent (4)
- Good (3)
- Satisfactory (2)
- Unsatisfactory (1)

COMMENTS: _____

B. COST MANAGEMENT:

1. To what extent did the contractor meet the proposed estimates?

- Less than estimated cost (4)
- Comparatively equal to estimate (3)
- Exceeded the costs (2)
- Considerably surpassed estimate (1)

COMMENTS: _____

2. To what extent were there cost overruns?

- No cost overruns (4)
- Little cost overruns (3)
- Some cost overruns (2)
- Considerable cost overruns (1)

COMMENTS: _____

Past Performance Reference Information Sheet

1. Complete name of government agency, commercial firm or other organization	
2. Complete address	
3. Contract number or other reference	4. Date of contract
5. Date work was begun	6. Date work was completed
7. Initial contract price, estimated cost and fee, or target cost and profit or fee	Final amount invoiced or amount or amount invoiced to date
9 a. Technical point of contact (name, address, telephone no. and e-mail address)	9 b. Contracting or purchasing point of contact (name, address, telephone no. and e-mail address)
10. Location of work (country, state or province, county, city)	
11. Description of contract work (Describe nature and scope. Attach an explanation of any performance problems or other conflicts with the customer. Describe any litigation pending, on-going, or completed. Use a continuation sheet, if necessary.)	
12. Current status of contract (choose one): <ul style="list-style-type: none"> <input type="checkbox"/> Work continuing, on schedule <input type="checkbox"/> Work continuing, behind schedule <input type="checkbox"/> Work completed, no further action pending or underway <input type="checkbox"/> Work completed, routine administrative action pending or underway <input type="checkbox"/> Work completed, claim negotiations pending or underway <input type="checkbox"/> Work completed, litigation pending or underway <input type="checkbox"/> Terminated for convenience <input type="checkbox"/> Terminated for default <input type="checkbox"/> Other (explain) 	

Instructions for Completing the Reference Information Sheet

- Item 1. Insert the complete name of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street address, if applicable.
- Item 3. Insert the contract number or other contract reference used by the customer.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.
- Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, address, telephone no., and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, address, telephone no., and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 10. Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.
- Item 11. Describe the nature and scope of the work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance. Describe any pending, on-going, or completed litigation.
- Item 12. Insert an X in the block next to the choice which best describes the current status of the contract. If you select the "Other" block, provide a brief explanation.

ATTACHMENT J.8

FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT VETS-100

OMB NO:1293-0005
Expires 06-30-2000

RETURN COMPLETED REPORT TO:

U.S. DEPARTMENT OF LABOR
VETERANS' EMPLOYMENT AND TRAINING SERVICE
VETS-100 REPORTING
6101 STEVENSON AVE
ALEXANDRIA, VA 22304

Persons are not required to respond to this collection of information unless it displays a valid OMB number

<p>TYPE OF REPORTING ORGANIZATION (Check only one)</p> <p><input type="checkbox"/> Prime Contractor (P) <input type="checkbox"/> Subcontractor (S) <input type="checkbox"/> Both (B)</p>	<p>TYPE OF FORM (Check only one)</p> <p><input type="checkbox"/> Single Establishment (S) <input type="checkbox"/> Multiple Establishment-Headquarters (MHQ) <input type="checkbox"/> Multiple Establishment-Hiring Location (MHL) <input type="checkbox"/> Multiple Establishment-State Consolidated (specify number of locations) (MSC)</p>
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COMPANY IDENTIFICATION INFORMATION (Omit preprinted items, enter address changes below)

COMPANY No:	TWELVE MONTH PERIOD ENDING									
			M	M	D	D	Y	Y	Y	Y
NAME OF PARENT COMPANY:	ADDRESS (NUMBER AND STREET):									
CITY:	COUNTY:			STATE:		ZIP CODE:				

NAME OF HIRING LOCATION:	ADDRESS (NUMBER AND STREET):									
CITY:	COUNTY:			STATE:		ZIP CODE:				

SIC:		DUNS:										EMPLOYER I.D. No. (IRS TAX No.)							
------	--	-------	--	--	--	--	--	--	--	--	--	---------------------------------	--	--	--	--	--	--	--

INFORMATION ON VETERANS

REPORT ALL REGULAR FULL-TIME OR PART-TIME EMPLOYEES AND NEW HIRES WHO ARE VETERANS, AS DEFINED ON REVERSE SIDE. DATA ON NUMBER OF EMPLOYEES ARE TO BE ENTERED IN COLUMN L, M, AND N. DATA ON NEW HIRES ARE TO BE ENTERED IN COLUMNS O, P, Q, AND R. ENTRIES IN COLUMNS O THROUGH R, LINES 1 THROUGH 9; AND COLUMNS L, M, AND N, LINE 10 (AREAS SHADED DARK GRAY) ARE OPTIONAL. ENTRIES IN COLUMN N, LINES 1-9; COLUMN Q, LINE 10; AND THE MAXIMUM AND MINIMUM NUMBER OF EMPLOYEES (AREAS SHADED LIGHT GRAY) ARE OPTIONAL FOR 1999 ONLY AND WILL BE REQUIRED FOR THE 2000 REPORTING CYCLE. DETAILED INSTRUCTIONS ARE FOUND ON THE REVERSE SIDE OF THIS FORM.

JOB CATEGORIES		NUMBER OF EMPLOYEES			NEW HIRES (PREVIOUS 12 MONTHS)			
		SPECIAL DISABLED VETERANS (L)	VIETNAM ERA VETERANS (M)	OTHER ELIGIBLE VETERANS (N)	SPECIAL DISABLED VETERANS (O)	VIETNAM ERA VETERANS (P)	OTHER VETERANS (Q)	TOTAL NEW HIRES, BOTH VETERANS AND NON-VETERANS (R)
OFFICIALS AND MANAGERS	1							
PROFESSIONALS	2							
TECHNICIANS	3							
SALES WORKERS	4							
OFFICE AND CLERICAL	5							
CRAFT WORKERS (SKILLED)	6							
OPERATIVE (SEMI-SKILLED)	7							
LABORERS (UNSKILLED)	8							
SERVICE WORKERS	9							
TOTAL	10							

Report the total maximum and minimum number of regular employees on board during the period covered by this report.

Maximum Number	Minimum Number

FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT (VETS-100)

WHO MUST FILE

The Vets-100 Report is to be completed by all nonexempt federal contractors and subcontractors with contracts or subcontracts for the furnishing of supplies and services or the use of real or personal property for \$25,000 or more. Services include but are not limited to the following services: Utility, construction, transportation, research, insurance, and fund depository, irrespective of whether the government is the purchaser or seller. The existence of \$25,000 or more in federal contracts or subcontracts during a given calendar year establishes the requirement to file a VETS-100 Report during the following calendar year.

WHEN TO FILE

This annual report must be filed no later than September 30. Mail to the address pre-printed on the front of the form.

LEGAL BASIS FOR REPORTING REQUIREMENTS

Title 38, United States Code, Section 4212(d) and PL 105-339, require that federal contractors report at least annually the numbers of: 1) special disabled veterans, 2) veterans of the Vietnam era, and 3) other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized who are in their workforce. Reporting is required by hiring location and includes both the number employed and the number of new hires, within the three categories listed above. The number of veterans employed within these categories is to be broken out by job category and maximum and minimum total employment is to be reported as well.

HOW TO SUBMIT THE VETS-100 REPORTS

Single-establishment employers must file one completed form. All multi-establishment employers, i.e., those doing business at more than one hiring location, must file (A) one form covering the principal or headquarters office; (B) a separate form for each hiring location employing 50 or more persons; and (C) EITHER, (i) a separate form for each hiring location employing fewer than 50 persons, OR (ii) consolidated reports that cover hiring locations within one State that have fewer than 50 employees. Each state consolidated report must also list the name and address of the hiring locations covered by the report. Company consolidated reports such as those required by EEO-1 reporting procedures are NOT required for the VETS-100 Report. Completed reports for the headquarters location and all other hiring locations for each company should be mailed in one package to the address indicated on the front of the form.

RECORD KEEPING

Employers must keep copies of the completed annual VETS-100 Report submitted to DOL for a period of two years.

HOW TO PREPARE THE FORMS

Multi-establishment employers submitting hard copy reports should produce facsimile copies of the headquarters form for reporting data on each location.

Type of Reporting Organization Indicate the type of contractual relationship (prime contractor or subcontractor) that the organization has with the Federal Government. If the organization serves as both a prime contractor and a subcontractor on various federal contracts, check the "Both" box.

Type of Form If a reporting organization submits only one VETS-100 Report form for a single location, check the Single Establishment box. If the reporting organization submits more than one form, only one form should be checked as Multiple Establishment-Headquarters. The remaining forms should be checked as either Multiple Establishment-Hiring Location or Multiple Establishment-State Consolidated. For state consolidated forms, the number of hiring locations included in that report should be entered in the space provided. For each form, only one box should be checked within this block.

COMPANY IDENTIFICATION INFORMATION

Company Number Do not change the Company Number that is printed on the form. If there are any questions regarding your Company Number, please e-mail the VETS-100 staff at HELPDESK@VETS100.com or call (703) 461-2460.

Twelve Month Period Ending Enter the end date for the twelve month reporting period used as the basis for filing the VETS-100 Report. To determine this period, select a date in the current year between July 1 and September 1 that represents the end of a payroll period. That payroll period will be the basis for reporting Number of Employees, as described below. Then the twelve month period preceding the end date of that payroll period will be your twelve month period covered. This period is the basis for reporting New Hires, as described below. Any federal contractor or subcontractor who has written approval from the Equal Employment Opportunity Commission to use December 31 as the ending date for the EEO-1 Report may also use that date as the ending date for the payroll period selected for the VETS-100 Report.

Name and Address for Single Establishment Employers COMPLETE the identifying information under the Parent Company name and address section (omit if preprinted). LEAVE BLANK all of the identifying information for the Hiring Location.

Name and Address for Multi Establishment Employers For parent company headquarters location, COMPLETE the name and address for the parent company headquarters (omit if preprinted), LEAVE BLANK the name and address of the Hiring Location. For hiring locations of a parent company, COMPLETE the name and address for the Parent Company location, COMPLETE the name and address for the Hiring Location.

SIC Code, DUNS Number, and Employer ID Number Single Establishment and Multi Establishment Employers should COMPLETE the SIC Code, DUNS Number, and Employer ID Number as described below.

SIC Code Enter the four (4) digit SIC Code applicable to the hiring location for which the report is filed. If there is not a separate SIC Code for the hiring location, enter the SIC Code for the parent company.

Dun and Bradstreet I.D. Number (DUNS) If the company or any of its establishments has a Dun and Bradstreet Identification Number, please enter the nine (9) digit number in the space provided. If there is a specific DUNS Number applicable to the hiring location for which the report is filed, enter that DUNS Number. Otherwise, enter the DUNS number for the parent company.

Employer I.D. Number (EIN) Enter the nine (9) digit numbers assigned by the I.R.S. to the contractor. If there is a specific EIN applicable to the hiring location for which the report is filed, enter that EIN. Otherwise, enter the EIN for the parent company.

INFORMATION ON VETERANS

Number of Employees Select any payroll period ending between July 1 and September 1 of the current year. Provide all data for regular full-time and part-time employees who were special disabled veterans, Vietnam-era veterans, or other veterans employed as of the ending date of the selected payroll period. Do not include employees specifically excluded as indicated in 41 CFR 61-250.2(b)(2). For 1999, employees must be counted by veteran status for each of the nine occupational categories (Lines 1-9) in Columns L and M. The information in Column N, Lines 1-9 also will be required for the 2000 reporting cycle but this information is optional for 1999. Blank spaces will be considered zeros.

New Hires Report the number of regular full-time and part-time employees by veteran status who were hired (both veterans and non-veterans) and who were included in the payroll for the first time during the 12-month period ending between July 1 and September 1 of the current year. For 1999, the totals in Columns O, P and R (Line 10) are required. The information in Column Q, Line 10 also will be required for the 2000 reporting cycle but this information is optional for 1999. Enter all applicable numbers, including zeros.

Maximum/Minimum Number of Employees Report the maximum and minimum number of regular employees on board during the period covered as indicated by PL 105-339. This information will be required for the 2000 reporting cycle but it is optional for 1999.

DEFINITIONS:

Hiring location means an establishment as defined at 41 CFR 61 250.2(b).

Special Disabled Veteran means (A) a veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans' Affairs for a disability (I) rated at 30 percent or more, or (ii) rated at 10 or 20 percent in the case of a veteran who has been determined under Section 1506 of Title 38, U.S.C. to have a serious employment handicap or (B) a person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam-era means a person who: (A) served on active duty for a period of more than 180 days, and was discharged or released therefrom with other than a dishonorable discharge, if any part of such active duty occurred: (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases; or (B) was discharged or released from active duty for a service-connected disability if any part of such active duty was performed (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases.

Other Veterans means veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. To identify the campaigns or expeditions that meet this criterion, contact the Office of Personnel Management (OPM) and ask for the OPM VETS Guide, Appendix B. A local OPM telephone number may be found in the telephone book under Federal Government or consult Directory Assistance for your area code for the nearest OPM location. For those with Internet access, the information required to make this determination is available at <http://www.opm.gov/veterans/html/vgmedal2.htm>.

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data source, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to the Department of Labor, Office of Information Management, Room N-1301, 200 Constitution Avenue, NW, Washington D.C. 20210.

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).....

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

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

(2) The small business size standard is \$7.0 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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

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

(i) Paragraph (c) applies.

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

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

FAR Clause #	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

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.

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

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

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

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

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

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

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

Eric D. Luetkenhaus
Contracting Officer

Hand-Carried Address:

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

Mailing Address:

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

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

L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (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 list of five (5) "relevant" contracts and subcontracts completed during the past three (3) years and at least 12 months in duration. Three of the five references must be for the prime contractor. The offeror must submit the past performance reference information by filling out Attachment J.7 for each of the five references. The reference should be on project/work similar in nature. References for project/work not similar in nature will not be considered. Contracts listed may include those entered into by the Federal Government, agencies of 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, please make sure you include the following information for each contract and subcontract:

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

The offeror may provide information on problems encountered on the contract and subcontracts identified above and corrective actions taken to resolve those problems. Offerors must not provide general information of their performance on the identified contracts. The Government will obtain general performance information from the references.

Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which 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 Attachment J.7 will be used to collect this information. The Government may contact references other than those identified by the offeror and may use this information to evaluate the offeror's past performance. The Government also reserves the right to decide not to contact all of the references provided by the offeror. The Government will not disclose to the offeror, the names of individuals providing information about an offeror's past performance.

L.6 SUBMISSION OF PROPOSAL

Offerors must submit an offer (proposal) and other written information in strict accordance with these instructions. Failure to comply with the instructions in any way may result in a determination that the proposal will not be evaluated by the Government. Therefore, the Government encourages offerors to contact the Contracting Officer or Contract Specialist, (via e-mail only) 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 responsive to the Request for Proposals.

Part 1

An original and two (2) signed copies of completed Standard Form 33, Solicitation, Offer and Award

Part 2

(1) An original and three (3) copies of a modified resume (See Attachment J.9 for an example of modified resume for each key personnel involved in the project.) At a minimum, the resume shall include:

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

(2) An original and three (3) copies of letters of intent for each key personnel, including employees and contingency hires (defined as persons not currently employed but who have executed a binding letter for commitment for employment with the offeror, if the offeror receives award under this solicitation). Letters of intent must be dated and include signatures from the individual and the offeror/contractor. The letter must state that the individual will be available for the number of hours stated in the proposal and that the individual will be available for at least 6 months. The letter must also disclose the position the person will have on the contract.

(3) An original and three copies of relevant past performance information (See Attachment J.7); and

(4) An original and three (3) copies of the proposal addressing Evaluation Criteria A, B and D found in Section M.3. (PLEASE NOTE: Text type shall be at least 12 point font size or larger.)

Part 3

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

- A. Three (3) copies of Attachment J.1 - Cost Pricing Proposal Cover Sheet, Standard Form 1411;
- B. Three (3) copies of Attachment J.2 - Cost and Price Analysis, ETA 8555;
- C. One (1) copy of Attachment J.3 - Statement of Financial Capability, ETA 8554;
- D. One (1) 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 must 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.

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

The Cost and Price Analysis (ETA 8555) and Financial Capability Forms (ETA 8554) support information shall be augmented as follows:

1. A breakdown of the amount shown on the ETA8555 for the base year and each option year.
2. Most current published annual balance sheet and profit or loss statement.
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 the subcontractor be able to start performance at the start of the contract period?
 - (d) What is the total cost of (each) subcontract?
 - (e) What services (skills) will the subcontract provide?
 - (f) What experience do they have in this technical area?

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

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

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

The Government cautions 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 proposal 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 must consult with the Contracting Officer prior to submitting a proposal, unless the RFP expressly authorizes such an exception. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct technical and cost discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their proposals. The government also reserves the

right to change any terms and conditions of their RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR Part 15.

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

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

L.7 SPECIAL REQUIREMENTS

KEY PERSONNEL

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

- Project Director – 30%
- Principal Investigator(s) – 20%
- Task Leader(s) - 15 % (for each task)

PLEASE NOTE: The same person may be named to more than one key personnel position; however, the individual must not commit more than 100% of their time to this contract. In addition, the 30% time for the Project Director includes potential time as a Principal Investigator, thus, if one individual serves in these two roles, he/she is required to commit only 30% time to the project.

L.8 CONFIRMATION OF PROPOSED KEY PERSONNEL (OCT 2000)

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

I certify that the proposed key personnel are still available for performance under any contract resulting from this solicitation, and that the letters of commitment are still valid. I base this certification on written and/or oral confirmation which I received, within the past 30 days, from each individual proposed to fill the Key Personnel requirements. I further certify that I possess copies of written confirmations I received from each individual, and/or a memorandum to the file documenting oral confirmation of that individual’s availability. I further promise to immediately inform the Government of any changes in the availability of any proposed key personnel.

Date of Certification

By (Name and Signature of company president)

L.9 LEVEL OF EFFORT

The level of effort for this project is expected to be approximately 35 professional person years distributed equally throughout the first three years of the project, which will be incrementally funded pending availability of funds and adequate progress. This includes all costs. The final two option phases will also be funded incrementally, pending ETA interest and the availability of funds. The level of effort for option year 3 is expected to be approximately 10 professional person years and the level of effort for option year 4 is expected to be approximately 25 professional person years.

L.10 REQUEST FOR CLARIFICATION (RFC)

DOL must receive all requests for clarification (RFC) no later than 2:00 p.m. local time, date January 16, 2009.

Only electronic submission of requests for clarification will be accepted. They shall be submitted to Ms. Vera R. Montague at montague.vera@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 a late RFC raises an issue of significant importance, the government will respond. All responses will be provided 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 Federal Business Opportunities Internet site www.fbo.gov and the DOLETA site <http://www.doleta.gov/sga/rfp.cfm>. For all offerors interested in being placed on a bidders list and networking for the above referenced RFP, please provide the Name and Address of Organization; Telephone Number; and Point of Contact electronically to Vera Montague at montague.vera@dol.gov, by 2:00 p.m., January 16, 2009.

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

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

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

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 BASIS FOR AWARD (BEST VALUE)

The Government intends to evaluate proposals against the evaluation criteria in section M.3 and make an award without discussions. Therefore, each offer should contain the best terms from a price and non-price standpoint.

The contract resulting from this solicitation will be awarded to the responsible offeror whose proposal, conforming to the solicitation, is determined to provide the "best value" to the Government, which may not necessarily be the proposals offering the lowest price nor receiving the highest technical score. It should be noted that price is not a numerically weighted factor.

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

When the offerors are considered essentially equal in terms of technical, past performance and other non-price factors (if any), or when price is so significantly high as to diminish the value of the technical superiority to the Government, price may become the determining factor for award. In summary, price/non-price trade-offs will be made, and the extent to which one may be sacrificed for the other is 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 proposals received, by a panel of specialists chosen by ETA. Each panelist will evaluate the proposals using a range of scores assigned to each factor. The factors are presented in the order of emphasis that they will receive (i.e., Factor A has the greatest weight, Factor B the second greatest weight, etc.). The scores will then be averaged to select a contractor for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered.

M.3 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE)**A. UNDERSTANDING/TECHNICAL APPROACH (70 POINTS)****1. UNDERSTANDING (12 points)**

The proposal should provide clear evidence of the offeror's knowledge and understanding of prisoner re-entry and the design and implementation of program evaluations using random assignment techniques. Specifically, the proposal shall include:

- (1) A description of the issues raised by prisoner re-entry and ways they can be addressed.

- (2) A discussion of design issues related to random assignment
- (3) A discussion of implementation issues related to random assignment.

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

- (1) The offeror demonstrates expert knowledge concerning the design of a random assignment evaluation (4 points)
- (2) The offeror demonstrates expert knowledge concerning the implementation and conduct of a random assignment evaluation. (4 points)
- (3) The offeror demonstrates how the information, in both of the previous rating elements, applies to and is relevant for the impact evaluation of the PRI. (4 points)

2. TECHNICAL APPROACH (58 points)

In this section, the offeror should provide a proposed design for the evaluation covering the tasks set out in section C.4 and C.5. A separate description for each task should be provided. The offeror must demonstrate how each of the tasks relates to the other and combine to form a cohesive and rigorous evaluation. The offeror may supplement the listed tasks, change the order of the tasks and/or suggest a different timeline for the tasks, however, ETA anticipates all activity listed in C.4 and C.5 to be described and included in the proposed design.

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

1. The degree to which the applicant's random assignment evaluation design is complete, feasible, and rigorous, and the presentation discusses possible challenges to successful completion and potential solutions. (10 points)
2. The extent to which the applicant's approach to implementing and monitoring random assignment is feasible, comprehensive and appropriate, and addresses possible challenges to successful completion and potential solutions. (8 points)
3. The degree to which the applicant's approach to collecting qualitative data is likely to produce relevant, appropriate, and sufficient contextual information. (10 points)
4. The degree to which the offeror's approach for obtaining follow-up data is feasible, rigorous, and likely to provide sufficient data to ascertain the net impacts of the PRI. (10 points)
5. The degree to which the applicant's approach for collecting appropriate criminal justice data and other relevant administrative data is feasible, rigorous, and addresses possible challenges to successful completion and potential solutions. (10 points)
6. The degree to which the applicant's framework for analyzing the qualitative data and estimated impacts is feasible, rigorous, and addresses possible challenges to successful completion and potential solutions. (5 points)
7. The degree to which the technical approach as a whole, as well as all parts of it, is clear, coherent, and internally consistent. (5 points)

B. INDIVIDUAL STAFF EXPERIENCE AND QUALIFICATIONS (60 points)

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. This section of the proposal shall provide sufficient information for judging the quality and competence of staff proposed to be assigned.

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

1. The experience and qualifications of the Project Director. The project director shall have a minimum of ten years' experience in performing social science research including a minimum of ten years of experience in designing and coordinating large-scale research projects. In addition, the Project Director shall demonstrate considerable experience in directing demonstrations and/or evaluations using random assignment. The Project Director shall have a minimum

of five years' experience serving as a project director or in an equivalent position in project management. The Project Director will have, at minimum, a Ph.D. in economics, public administration, or other relevant social science disciplines. The Project Director will have a 30% time commitment to the evaluation. The Project Director must be a full-time employee of the prime contractor. For this position, ETA will not allow more than one individual to occupy the complete position (no co-project directors). (15 points)

2. The experience and qualifications of the Principal Investigator(s) to include a minimum of five years experience in performing social science research, including five years experience designing and conducting large-scale evaluations. In addition, at least one of the Principal Investigators must demonstrate experience in conducting random assignment evaluations. The Principal Investigator(s) will have, at minimum, a Master's Degree in economics, statistics, mathematics, or other relevant disciplines. The Principal Investigator(s) will have a 20% time commitment for the project. (10 points)
3. The experience and qualifications of the Task Leaders proposed for this evaluation to include a minimum of five years' experience in performing social science research, including at least five years' experience working on research projects. They will have at minimum a Master's degree in economics, political science, public administration, or statistics or other relevant disciplines. The Task Leaders will have a 15% time commitment for each task they lead. (15 points)
4. The experience and qualifications of all proposed professional staff must demonstrate experience and skills sufficient for their proposed role in the project. (10 points)
5. The adequacy of the time commitment of all personnel assigned to the project, according to each task and sub-task (the number of hours per year that each individual will devote to each aspect of the project). It is expected that the Project Director will devote a minimum of 30% of time; the Principal Investigator a minimum of 20% of time; and Task Leaders a minimum of 15% of their time (as identified in the organizational plan). Where an individual is performing multiple tasks but time is not fully additive to the requirements noted here, a full explanation must be provided for a lesser amount of time and the justification must be adequate. (4 points)
6. Letters of intent are provided for each professional personnel, including employees, contractors or contingency hires (defined as a person(s) not currently employed but who has received a binding letter for commitment for employment with the offeror, if the offeror receives award under this solicitation). Letters of intent must be dated and include signatures from the individual and the offeror/contractor. The letter must identify the specific number of hours the individual will be available for the project, which must be consistent with the requirements laid out for the role(s) outlined above and stated in the proposal. The letter must also confirm that the individual is not working in any other capacity with the PRI grantees or technical assistance provider(s). (1 point)
7. Loading charts showing the number and percentage of hours for each staff member for the total duration of the project, 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) are included. (5 points)

C. OFFEROR'S PAST PERFORMANCE (20 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 offerors' corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

lower price to represent the better value. The Contracting Officer will continue to make paired comparisons in this way until they have identified the best overall value.

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