

**TRAINING AND
MANAGEMENT
ASSISTANCE
(TMA) SERVICES**

**OFFICE OF
WORKFORCE
RELATIONS**

**OFFICE OF
HUMAN
RESOURCES
DEVELOPMENT**

**Solicitation
OPM-RFP-01-0003HLW**



**United States
Office of
Personnel
Management**

**OFFICE OF PERSONNEL MANAGEMENT
REQUEST FOR PROPOSALS
OPM-RFP-01-0003HLW**

TRAINING AND MANAGEMENT ASSISTANCE SERVICES

NOTICE OF UNRESTRICTED PROCUREMENT

This acquisition is a partial set-aside for small business, including a partial 8(a) program set-aside.

Our goal is to award 50 percent of the contracts to small businesses and the remainder to other than small businesses. In the event that we do not receive sufficient qualified offers from which to make enough awards to small businesses to meet this goal, we reserve the right to make awards for the remaining balance to other than small businesses. Of the number of awards to small businesses, we intend to award up to two contracts to 8(a) eligible firms using competitive 8(a) selection procedures. OPM further reserves the right to limit the number of awards for each key service area based on TMA project volume (i.e., projected revenue, work levels, etc.).

This procurement will result in multiple awards. The portion that is not set aside is an unrestricted procurement, open to both large and small businesses. The North American Industry Classification System (NAICS) code for this acquisition is 54172, Research and Development in the Social Sciences and Humanities. The small business size standard for this acquisition is less than \$5.0 million in average annual sales for the preceding three years.

NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: By signing this bid, offer, or contract, the bidder, offeror, or Contractor will be deemed to have signed and agreed to the provisions of FAR Clause 52.222-21, Prohibition of Segregated Facilities, incorporated by reference in Section I in this solicitation/contract. The certification provides that the bidder or offeror does not maintain or provide for its employees, facilities which are segregated on a basis of race, color, religion, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder/offeror does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained and requires similar certification from subcontractors.

LISTING OF EMPLOYMENT OPENINGS

Bidders and offerors should note that this solicitation includes FAR Clause 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era, incorporated by reference in Section I, which requires the listing of employment openings with the local office of the State employment service system.

INFORMATION TO BIDDERS/OFFERORS

BIDDERS/OFFERORS ARE REMINDED THAT INFORMATION FURNISHED UNDER THIS SOLICITATION MAY BE SUBJECT TO DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT (FOIA). THEREFORE, ALL ITEMS THAT ARE CONFIDENTIAL TO BUSINESS, OR CONTAIN TRADE SECRETS, PROPRIETARY, OR PERSONNEL INFORMATION MUST BE CLEARLY MARKED. MARKING OF ITEMS WILL NOT NECESSARILY PRECLUDE DISCLOSURE WHEN THE OFFICE OF PERSONNEL MANAGEMENT DETERMINES DISCLOSURE IS WARRANTED BY FOIA. HOWEVER, IF SUCH ITEMS ARE NOT MARKED, ALL INFORMATION CONTAINED WITHIN THE SUBMITTED DOCUMENTS WILL BE DEEMED TO BE RELEASABLE.

Offerors are advised that technical questions concerning this solicitation must be received at the address in Block 7 of the Standard Form 33 (SF-33) of this solicitation in writing no later than January 25, 2001.

NOTICE OF SOLICITATION CLOSING DATE AND TIME

All offers MUST be received in the place and by the date and time specified in Block 9 of the Standard Form 33 (SF-33) in this solicitation.

NOTICE REGARDING LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

Your attention is called to Section L, FAR clause 52.215-1(c) and FAR 15.208 Submission, modification, revision, and withdrawal of proposals. Offers will not be considered if received after the date and time specified, unless the circumstances satisfy the standards to permit their consideration.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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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 _____ 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 <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA		28. AWARD DATE
			<i>(Signature of Contracting Officer)</i>		

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 GENERAL

The labor categories shown in this Section are required to perform the services under this contract. Contractors shall provide all labor and materials necessary to perform the services specified in the Schedule.

The estimated days set forth in this Section are for the initial contract period and four option years. The number of days specified is based on current experience and only gives an indication of the total level of effort required for the entire contract. OPM does not guarantee these estimates.

NOTE: The Contractor warrants, in accordance with FAR clause 52.222-43 (see Section I), that any escalation for option years for the following labor categories will be based solely on increases in wages required by wage determinations issued by the U.S. Department of Labor: Computer Programmer, Graphic Artist, and Clerk Typist/Word Processor Operator. The Contracting Officer will request a new wage determination for each option period.

B.2 DAILY LABOR RATES (SEE CLINS PREFIXED WITH TR AND HR**)**

Single daily rates for all personnel for a single labor category include all costs to the Government associated with accomplishing the required tasks, including direct labor, fringe benefits, G&A, overhead, profit or fee, local travel within the area of the staff member's normal place of employment, subcontractor rates, and preparation and delivery of deliverable products as described in Section B.4, Product Components.

B.3 OTHER COSTS (SEE CLINS PREFIXED WITH VI, SP**, & TV**)**

These costs include Video-Based Instructional Products, Separately-Priced Items, and Travel (other than local), established in accordance with section G.4, PRICING.

B.4 PRODUCT COMPONENTS

Products that will be delivered under any task orders resulting from this contract may include:

a. ITEMS PRICED WITH DAILY LABOR RATES (SEE CLINS PREFIXED WITH TR** AND HR**)

Production of reproducible copy of printed material, artwork, scripts, and storyboards for audiovisual presentation; and reports and analyses documenting any research and development effort undertaken.

b. VIDEO-BASED INSTRUCTIONAL (VBI) PRODUCTS (SEE CLINS PREFIXED WITH VI**)

End products for VBI and technology-based training (TBT) may include videotape program masters and protection master, CD-ROM, DVD, Internet, laser videodisc masters, and computer media programmed to control CBI/TBT.

c. SEPARATELY-PRICED ITEMS (SEE CLINS PREFIXED WITH SP**)

Overhead transparencies; photographic slides; audio recordings; digital clips or images; videotape footage or images; computer programs on tape, disc, cards, or other commercially available input-output medium; duplication and binding of materials in sufficient quantities for pilot testing, field testing, or similar limited use; short-term lease or rental of training equipment or materials; or purchase of other training materials for development, demonstrations, or tests of instructional products. All Separately-Priced Items are subject to a fair and reasonable determination by the Contracting Officer (CO).

Services of highly specialized or nationally recognized experts may also be acquired as needed for specific performance on an individual work order. The price associated with such experts will be indicated as a Separately-Priced Item in the Contractor's price proposal for each individual work order. The proposed price will be subject to review by the CO or COR to determine that it is fair and reasonable (see Section H.6, Use of Nationally Recognized Experts).

d. TRAVEL OTHER THAN LOCAL (SEE CLINS PREFIXED WITH TV**)

Performance of any travel necessary to complete work on any individual task order must be authorized in writing by the COR prior to commencement of any trips. Travel cost proposals submitted in conjunction with a work order are subject to a fair and reasonable determination by the CO or the COR.

B.5 LABOR CATEGORIES AND ROLES

a. PROJECT MANAGER

Has responsibility for managing the project. Has primary role in designing the technical approach and the management plan for projects. Has full authority to act for the firm on all matters relating to the daily operation of the project. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements within the project.

Allocates resources to projects to ensure qualified staff is assigned to produce a quality product. Assures deliverables are on time and within budget.

b. SENIOR ANALYST/PRINCIPAL INVESTIGATOR

Serves as senior technical advisor in fields such as education, research psychology or industrial engineering bringing to the project broad experience and accomplishments. May be the project manager, particularly on very technical or ground-breaking projects.

c. JUNIOR ANALYST/PRINCIPAL INVESTIGATOR

Similar to Senior Analyst/Principal Investigator, but less experienced. Would not serve as the project manager on very technical projects.

d. RESEARCH SCIENTIST

Directs research projects or research components of other projects. Also, plans, manages, and implements all phases and aspects of research projects, as well as the timely delivery of products and deliverables. Develops project plans and procedures, including research designs. Develops data collection and operational assessment instruments. Develops and executes statistical analysis. Plans and interprets data analyses. Supervises research analysts. Must have a doctorate (Ph.D.) in a relevant field.

e. RESEARCH ANALYST

Supports Research Scientist or other senior level person in the conduct of research projects. Assists in the planning and implementing of all phases and aspects of projects. Participates in developing research plans and surveys, collecting data, and performing statistical and other analyses to facilitate the interpretation of data.

f. MANAGEMENT ANALYST

Generally serves as a special resource on projects where management analysis skills are required. May serve as project manager in productivity projects or phases of other projects.

g. SYSTEMS ENGINEER

Has primary role in applying software, hardware, and standards information technology skills in the analysis, specification, development, and integration of automated systems that support human resources management solutions. Ensures these systems and applications are compliant with IT standards and HR requirements.

h. SYSTEMS ANALYST

A specialist to be used only for the specific skills of this category.

i. COMPUTER PROGRAMMER

A specialist to be used only for the specific skills of this category.

j. TECHNICAL EDITOR

A specialist to be used only for the specific skills of this category.

k. GRAPHIC ARTIST

A specialist to be used only for the specific skills of this category.

l. GRAPHIC DESIGNER

Has primary role in designing and developing graphical user interfaces, illustrations, animations, or other graphics to support instructional or other HRM solutions. Has extensive knowledge and expertise in graphics design and in the use of graphics applications.

m. CLERK-TYPIST/WORD PROCESSOR

A specialist to be used only for the specific skills of this category.

n. INSTRUCTIONAL TECHNOLOGIST

May serve as day-to-day project manager and designer/developer on many projects. This is the person exercising the lead role in all phases of instructional design and development.

o. JUNIOR INSTRUCTIONAL TECHNOLOGIST

Has the basic professional staff role under supervision of the project manager. These are fully qualified technical specialists, as opposed to entry-level positions.

p. TRAINING INSTRUCTOR

A specialist to be used in actual delivery of training sessions or train-the-trainer sessions specified in a project.

q. SENIOR ANALYST/BUSINESS PROCESS REENGINEERING

Has primary role in identifying and evaluating core business processes, applying systematic change methodology tailored to the unique needs of organizations and designing process reengineering methodologies and procedures that optimally integrate human and technology systems. Generally serves as a special resource on projects where skills are required. May serve as project manager on BPR projects.

r. CONSULTANT

Has extensive knowledge and expertise in fields of training, HRM and management. Applies various models in solving high-level training, HRM or related problems. Advises senior-level government officials on the alignment of the HRM function with the organization's mission and strategic direction. Adept at development of new solutions or the redesign of existing processes or systems.

s. COMPENSATION SPECIALIST

Has primary expertise in the theory and practice of establishing and managing compensation systems. Designs and develops compensation systems using best practice methods. This includes, but is not limited to, expertise in the knowledge of Federal position classification, pay and leave systems, as well as experience in the areas of statistics, cost benefit analysis, and workforce planning. This specialty may also include experience in the areas of change management, performance management, and organizational development. Responsibilities may include educating and advising HR management, conducting surveys, and assisting in the determination of correct pay systems for organizations. Must be certified by a professional compensation organization (e.g., WorldatWork, formerly the American Compensation Association).

t. KNOWLEDGE ENGINEER

Has primary responsibility for designing and developing methods and systems to identify, capture, develop, and exploit an organization's knowledge. Expert in human, organizational, and technology systems. Develops technology tools used to capture, disseminate and share knowledge. Employs knowledge engineering principles and knowledge representation in modeling the user interface and overall system design and functionality. Ensures the KM systems are integrated into work processes and work culture.

PRICING - Training

INITIAL CONTRACT YEAR

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
TRA1	Project Manager	2,750 day	\$ _____	\$ _____
TRA2	Sr Analyst/Principal Investigator	3,100 day	\$ _____	\$ _____
TRA3	Jr Analyst/Principal Investigator	4,100 day	\$ _____	\$ _____
TRA4	Research Scientist	1,350 day	\$ _____	\$ _____
TRA5	Research Analyst	750 day	\$ _____	\$ _____
TRA6	Management Analyst	900 day	\$ _____	\$ _____
TRA7	Systems Engineer	6,450 day	\$ _____	\$ _____
TRA8	Systems Analyst	7,100 day	\$ _____	\$ _____
TRA9	Computer Programmer	2,400 day	\$ _____	\$ _____
TRAA	Technical Editor	2,700 day	\$ _____	\$ _____
TRAB	Graphic Artist	5,300 day	\$ _____	\$ _____
TRAC	Graphic Designer	12,750 day	\$ _____	\$ _____
TRAD	Clerk-Typist/Word Processor Opr	1,750 day	\$ _____	\$ _____
TRAE	Consultant	100 day	\$ _____	\$ _____
TRAF	Instructional Technologist	15,500 day	\$ _____	\$ _____
TRAG	Jr Instructional Technologist	8,500 day	\$ _____	\$ _____
TRAH	Training Instructor	4,300 day	\$ _____	\$ _____
TRAI	Knowledge Engineer	400 day	\$ _____	\$ _____
VIAJ	Video-Based Products	Note 1		
SPAK	Separately-Priced Items	Note 2		
TVAL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

PRICING - Training

OPTION YEAR ONE

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
TRB1	Project Manager	2,750 day	\$ _____	\$ _____
TRB2	Sr Analyst/Principal Investigator	3,100 day	\$ _____	\$ _____
TRB3	Jr Analyst/Principal Investigator	4,100 day	\$ _____	\$ _____
TRB4	Research Scientist	1,350 day	\$ _____	\$ _____
TRB5	Research Analyst	750 day	\$ _____	\$ _____
TRB6	Management Analyst	900 day	\$ _____	\$ _____
TRB7	Systems Engineer	6,500 day	\$ _____	\$ _____
TRB8	Systems Analyst	7,150 day	\$ _____	\$ _____
TRB9	Computer Programmer	2,400 day	\$ _____	\$ _____
TRBA	Technical Editor	2,700 day	\$ _____	\$ _____
TRBB	Graphic Artist	5,350 day	\$ _____	\$ _____
TRBC	Graphic Designer	12,800 day	\$ _____	\$ _____
TRBD	Clerk-Typist/Word Processor Opr	1,800 day	\$ _____	\$ _____
TRBE	Consultant	150 day	\$ _____	\$ _____
TRBF	Instructional Technologist	15,600 day	\$ _____	\$ _____
TRBG	Jr Instructional Technologist	8,600 day	\$ _____	\$ _____
TRBH	Training Instructor	4,350 day	\$ _____	\$ _____
TRBI	Knowledge Engineer	650 day	\$ _____	\$ _____
VIBJ	Video-Based Products	Note 1		
SPBK	Separately-Priced Items	Note 2		
TVBL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

PRICING - Training

OPTION YEAR TWO

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
TRC1	Project Manager	2,750 day	\$ _____	\$ _____
TRC2	Sr Analyst/Principal Investigator	3,150 day	\$ _____	\$ _____
TRC3	Jr Analyst/Principal Investigator	4,150 day	\$ _____	\$ _____
TRC4	Research Scientist	1,400 day	\$ _____	\$ _____
TRC5	Research Analyst	750 day	\$ _____	\$ _____
TRC6	Management Analyst	900 day	\$ _____	\$ _____
TRC7	Systems Engineer	6,500 day	\$ _____	\$ _____
TRC8	Systems Analyst	7,200 day	\$ _____	\$ _____
TRC9	Computer Programmer	2,400 day	\$ _____	\$ _____
TRCA	Technical Editor	2,700 day	\$ _____	\$ _____
TRCB	Graphic Artist	5,350 day	\$ _____	\$ _____
TRCC	Graphic Designer	12,850 day	\$ _____	\$ _____
TRCD	Clerk-Typist/Word Processor Opr	1,800 day	\$ _____	\$ _____
TRCE	Consultant	250 day	\$ _____	\$ _____
TRCF	Instructional Technologist	15,650 day	\$ _____	\$ _____
TRCG	Jr Instructional Technologist	8,600 day	\$ _____	\$ _____
TRCH	Training Instructor	4,350 day	\$ _____	\$ _____
TRCI	Knowledge Engineer	950 day	\$ _____	\$ _____
VICJ	Video-Based Products	Note 1		
SPCK	Separately-Priced Items	Note 2		
TVCL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

PRICING - Training

OPTION YEAR THREE

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
TRD1	Project Manager	2,750 day	\$ _____	\$ _____
TRD2	Sr Analyst/Principal Investigator	3,150 day	\$ _____	\$ _____
TRD3	Jr Analyst/Principal Investigator	4,150 day	\$ _____	\$ _____
TRD4	Research Scientist	1,400 day	\$ _____	\$ _____
TRD5	Research Analyst	750 day	\$ _____	\$ _____
TRD6	Management Analyst	900 day	\$ _____	\$ _____
TRD7	Systems Engineer	6,550 day	\$ _____	\$ _____
TRD8	Systems Analyst	7,200 day	\$ _____	\$ _____
TRD9	Computer Programmer	2,400 day	\$ _____	\$ _____
TRDA	Technical Editor	2,700 day	\$ _____	\$ _____
TRDB	Graphic Artist	5,400 day	\$ _____	\$ _____
TRDC	Graphic Designer	13,000 day	\$ _____	\$ _____
TRDD	Clerk-Typist/Word Processor Opr	1,800 day	\$ _____	\$ _____
TRDE	Consultant	300 day	\$ _____	\$ _____
TRDF	Instructional Technologist	15,700 day	\$ _____	\$ _____
TRDG	Jr Instructional Technologist	8,650 day	\$ _____	\$ _____
TRDH	Training Instructor	4,350 day	\$ _____	\$ _____
TRDI	Knowledge Engineer	1,250 day	\$ _____	\$ _____
VIDJ	Video-Based Products	Note 1		
SPDK	Separately-Priced Items	Note 2		
TVDL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

PRICING - Training

OPTION YEAR FOUR

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
TRE1	Project Manager	2,750 day	\$ _____	\$ _____
TRE2	Sr Analyst/Principal Investigator	3,150 day	\$ _____	\$ _____
TRE3	Jr Analyst/Principal Investigator	4,200 day	\$ _____	\$ _____
TRE4	Research Scientist	1,400 day	\$ _____	\$ _____
TRE5	Research Analyst	750 day	\$ _____	\$ _____
TRE6	Management Analyst	900 day	\$ _____	\$ _____
TRE7	Systems Engineer	6,550 day	\$ _____	\$ _____
TRE8	Systems Analyst	7,250 day	\$ _____	\$ _____
TRE9	Computer Programmer	2,450 day	\$ _____	\$ _____
TREA	Technical Editor	2,700 day	\$ _____	\$ _____
TREB	Graphic Artist	5,400 day	\$ _____	\$ _____
TREC	Graphic Designer	12,950 day	\$ _____	\$ _____
TRED	Clerk-Typist/Word Processor Opr	1,800 day	\$ _____	\$ _____
TREE	Consultant	400 day	\$ _____	\$ _____
TREF	Instructional Technologist	15,750 day	\$ _____	\$ _____
TREG	Jr Instructional Technologist	8,650 day	\$ _____	\$ _____
TREH	Training Instructor	4,350 day	\$ _____	\$ _____
TREI	Knowledge Engineer	1,600 day	\$ _____	\$ _____
VIEJ	Video-Based Products	Note 1		
SPEK	Separately-Priced Items	Note 2		
TVEL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

PRICING - Strategic HRM

INITIAL CONTRACT YEAR

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
HRA1	Project Manager	450 day	\$ _____	\$ _____
HRA2	Sr Analyst/Principal Investigator	1,250 day	\$ _____	\$ _____
HRA3	Jr Analyst/Principal Investigator	800 day	\$ _____	\$ _____
HRA4	Research Scientist	450 day	\$ _____	\$ _____
HRA5	Research Analyst	350 day	\$ _____	\$ _____
HRA6	Management Analyst	100 day	\$ _____	\$ _____
HRA7	Systems Engineer	500 day	\$ _____	\$ _____
HRA8	Systems Analyst	550 day	\$ _____	\$ _____
HRA9	Computer Programmer	250 day	\$ _____	\$ _____
HRAA	Technical Editor	250 day	\$ _____	\$ _____
HRAB	Graphic Artist	250 day	\$ _____	\$ _____
HRAC	Graphic Designer	350 day	\$ _____	\$ _____
HRAD	Clerk-Typist/Word Processor Opr	150 day	\$ _____	\$ _____
HRAE	Consultant	350 day	\$ _____	\$ _____
HRAF	Compensation Specialist	200 day	\$ _____	\$ _____
VIAJ	Video-Based Products	Note 1		
SPAK	Separately-Priced Items	Note 2		
TVAL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

PRICING - Strategic HRM

OPTION YEAR ONE

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
HRB1	Project Manager	600 day	\$ _____	\$ _____
HRB2	Sr Analyst/Principal Investigator	1,700 day	\$ _____	\$ _____
HRB3	Jr Analyst/Principal Investigator	1,150 day	\$ _____	\$ _____
HRB4	Research Scientist	600 day	\$ _____	\$ _____
HRB5	Research Analyst	500 day	\$ _____	\$ _____
HRB6	Management Analyst	100 day	\$ _____	\$ _____
HRB7	Systems Engineer	650 day	\$ _____	\$ _____
HRB8	Systems Analyst	750 day	\$ _____	\$ _____
HRB9	Computer Programmer	350 day	\$ _____	\$ _____
HRBA	Technical Editor	350 day	\$ _____	\$ _____
HRBB	Graphic Artist	350 day	\$ _____	\$ _____
HRBC	Graphic Designer	500 day	\$ _____	\$ _____
HRBD	Clerk-Typist/Word Processor Opr	250 day	\$ _____	\$ _____
HRBE	Consultant	500 day	\$ _____	\$ _____
HRBF	Compensation Specialist	250 day	\$ _____	\$ _____
VIBJ	Video-Based Products	Note 1		
SPBK	Separately-Priced Items	Note 2		
TVBL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

PRICING - Strategic HRM

OPTION YEAR TWO

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
HRC1	Project Manager	800 day	\$ _____	\$ _____
HRC2	Sr Analyst/Principal Investigator	2,200 day	\$ _____	\$ _____
HRC3	Jr Analyst/Principal Investigator	1,450 day	\$ _____	\$ _____
HRC4	Research Scientist	800 day	\$ _____	\$ _____
HRC5	Research Analyst	650 day	\$ _____	\$ _____
HRC6	Management Analyst	150 day	\$ _____	\$ _____
HRC7	Systems Engineer	850 day	\$ _____	\$ _____
HRC8	Systems Analyst	950 day	\$ _____	\$ _____
HRC9	Computer Programmer	450 day	\$ _____	\$ _____
HRCA	Technical Editor	500 day	\$ _____	\$ _____
HRCB	Graphic Artist	450 day	\$ _____	\$ _____
HRC C	Graphic Designer	650 day	\$ _____	\$ _____
HRC D	Clerk-Typist/Word Processor Opr	300 day	\$ _____	\$ _____
HRC E	Consultant	650 day	\$ _____	\$ _____
HRC F	Compensation Specialist	300 day	\$ _____	\$ _____
VICJ	Video-Based Products	Note 1		
SPCK	Separately-Priced Items	Note 2		
TVCL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

PRICING - Strategic HRM

OPTION YEAR THREE

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
HRD1	Project Manager	1,000 day	\$ _____	\$ _____
HRD2	Sr Analyst/Principal Investigator	2,750 day	\$ _____	\$ _____
HRD3	Jr Analyst/Principal Investigator	1,850 day	\$ _____	\$ _____
HRD4	Research Scientist	1,000 day	\$ _____	\$ _____
HRD5	Research Analyst	800 day	\$ _____	\$ _____
HRD6	Management Analyst	200 day	\$ _____	\$ _____
HRD7	Systems Engineer	1,100 day	\$ _____	\$ _____
HRD8	Systems Analyst	1,200 day	\$ _____	\$ _____
HRD9	Computer Programmer	550 day	\$ _____	\$ _____
HRDA	Technical Editor	600 day	\$ _____	\$ _____
HRDB	Graphic Artist	600 day	\$ _____	\$ _____
HRDC	Graphic Designer	800 day	\$ _____	\$ _____
HRDD	Clerk-Typist/Word Processor Opr	400 day	\$ _____	\$ _____
HRDE	Consultant	800 day	\$ _____	\$ _____
HRDF	Compensation Specialist	400 day	\$ _____	\$ _____
VIDJ	Video-Based Products	Note 1		
SPDK	Separately-Priced Items	Note 2		
TVDL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

PRICING - Strategic HRM

OPTION YEAR FOUR

<u>ITEM #</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
HRE1	Project Manager	1,200 day	\$ _____	\$ _____
HRE2	Sr Analyst/Principal Investigator	3,350 day	\$ _____	\$ _____
HRE3	Jr Analyst/Principal Investigator	2,200 day	\$ _____	\$ _____
HRE4	Research Scientist	1,250 day	\$ _____	\$ _____
HRE5	Research Analyst	1,000 day	\$ _____	\$ _____
HRE6	Management Analyst	250 day	\$ _____	\$ _____
HRE7	Systems Engineer	1,300 day	\$ _____	\$ _____
HRE8	Systems Analyst	1,450 day	\$ _____	\$ _____
HRE9	Computer Programmer	650 day	\$ _____	\$ _____
HREA	Technical Editor	700 day	\$ _____	\$ _____
HREB	Graphic Artist	700 day	\$ _____	\$ _____
HREC	Graphic Designer	1,000 day	\$ _____	\$ _____
HRED	Clerk-Typist/Word Processor Opr	500 day	\$ _____	\$ _____
HREE	Consultant	1,000 day	\$ _____	\$ _____
HREF	Compensation Specialist	500 day	\$ _____	\$ _____
VIEJ	Video-Based Products	Note 1		
SPEK	Separately-Priced Items	Note 2		
TVEL	Travel (other than local)	Note 3		

Note 1: No reliable estimate can be made of the quantity of Video-Based Products required for this contract. Video-Based Instructional Products are defined in paragraph B.4b. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 2: No reliable estimate can be made of the quantity of Separately-Priced Items required for this contract. Separately-Priced Items are defined in paragraph B.4c. The method of pricing for individual work orders for these items is described in paragraph G.4.

Note 3: No reliable estimate can be made for the quantity of Travel (other than local), or teleconferencing in lieu of travel, required for this contract. Travel to accomplish work in connection with this contract will be on a firm, fixed-price basis. The method for pricing for individual work orders is described in paragraph G.4.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The U.S. Office of Personnel Management is the Federal Government's human resources agency. Its mission "... is to help Government agencies get the right people in the right jobs so they can produce the best results." A critical role in accomplishing this mission is offering Government agencies technical assistance that addresses their unique learning and other human resources challenges and that places emphasis on results, not processes.

Over the last 20 years, OPM has used the Training and Management Assistance (TMA) program as a resource to help Federal agencies accomplish a variety of human resources management projects, specifically in support of human resource development and organizational performance improvement. The underlying theme of these projects has been the application of behavioral science principles and techniques to identify and analyze performance problems and to assist agencies in implementing effective solutions.

During that span, we have seen changes in the way people learn, including the migration from an almost exclusive classroom training model to sophisticated technology-based training (TBT) applications delivered on CD-ROM and over the Web. The linear model of learning has given way to a more dynamic learning environment where customizing the learning to the learner is happening and is welcomed.

The influences of new skills and training are just as dynamic and varied as the learning evolution itself. They include changes in the nature of work, advances in technology, reengineering of work processes, and changes to an organization's mission. The complexity of the Government environment cannot be overstated, and the learning strategies must continue to keep pace. In fact, these learning strategies must be in sync with the agency's strategic direction and other human resources management challenges.

C.2 DESCRIPTION

This contract is a key component of OPM's continued strategy to "serve" Federal agencies through a training and HR technical assistance program. In developing this program, we reviewed the strategic plans of various Cabinet-level Government agencies, interviewed Government officials and HR and training experts, conducted focus groups of private contractors, and solicited information from various organizations. Our purpose was to create a comprehensive, end-to-end service model that Government agencies would find responsive to their training and HR needs.

Our research identified four core HR challenges that agencies will face over the next five years: 1) using technology to advance education and learning in organizations; 2) aligning the human resources management function and systems with an agency's mission and strategic objectives; 3) creating management systems to capture, organize, and disseminate knowledge in

organizations; and 4) identifying outside resources to assist in implementing training and other HR solutions. These challenges serve as the basis for the services that will be offered under this contract.

1) Using Technology to Advance Education and Learning in Organizations

Training projects are the foundation of the TMA program. The demands on Federal workers' time and the pressure to produce results more quickly leave them with few opportunities to attend traditional training. In this new Federal work environment, workers need training to be customized to their unique needs, available on demand and anywhere, and delivered in small chunks that allow them to quickly obtain and apply knowledge to situations. This makes the use of technology as part of an agency's overall learning strategy imperative. In fact, we feel the majority of all projects under this contract will center around or incorporate learning technology.

Federal agencies are making substantial investments in infrastructures that support the development of TBT solutions. Executive Order (E.O.) 13111, Using Technology to Improve Training Opportunities for Federal Government Employees, also has ignited discussions and action to integrate e-learning within the HRD strategies of organizations.

Another key component of the Government's e-learning focus is to make TBT more accessible across government through the development of software and system standards. The vision for these standards is that organizations will have highly valuable collections or repositories of learning content in object formats. This will allow content, knowledge, or programs to be exchanged or reused on a large scale in both e-learning and instructor-led training. Currently, DoD's SCORM (Shareable Courseware Object Reference Model) is emerging as a standard that the Government may use to effect this exchange of content and programs.

Regardless of what emerges as a standard or what new technologies come along, the Government will need contractor support to accelerate the integration of learning technology so training opportunities are more broadly available to Federal employees and so they can meet the skills challenges of a changing workforce.

2) Aligning the HR Function and Systems with an Agency's Mission and Strategic Objectives

Our research suggests that the number one issue facing the HR community is aligning the HR function with an agency's mission. This is especially important in light of the push to align all agency activities, including HR, toward achieving defined agency strategic goals and measuring progress toward those goals. Organizations seeking to align the HR function will have to integrate decisions about people with decisions about the results that an organization is trying to obtain. To assure this successful alignment, agencies will need assistance in creating systems and strategies that integrate HR into the agency planning process, emphasize HR activities that support the mission and strategic goals, and build strong HR/management relationships.

Closely linked to the HR alignment is strategic human resources planning. The goal of strategic human resources planning is to assure that the organization has the people it needs to accomplish its mission. In this time of budget cuts, restructuring, streamlining, and an aging Federal population, HR planning is extremely important to increasing agencies' overall ability to achieve their missions and meet the needs of their customers. Currently, few agencies have strong planning systems in place. However, numerous senior executives and managers are realizing the criticality of these systems to overall organizational performance. This will be a catalyst for increases in HR planning under the TMA contract.

3) Creating Management Systems to Capture, Organize, and Disseminate Knowledge in Organizations

We project that over the next five years more than half of current Federal Government employees will be eligible to retire. If this occurs, Federal agencies will be faced with finding ways to maintain the knowledge assets of these employees. This is sending shock waves throughout Government and has raised serious concerns among legislative officials and the general public. In addition, the work employees perform has become more interdependent. The knowledge one worker needs to complete an assignment may reside with another worker who is in another building, division or agency. The key is to capture, organize, and disseminate knowledge in and across organizations -- public and private -- so more effective decisions are made and better results are obtained. Knowledge management (KM) systems are emerging as ways to preserve and advance knowledge in organizations.

Knowledge management has been defined as an integrated, systematic approach to identifying, capturing, managing, and sharing all of an organization's information assets, including databases, media content, documents, policies, procedures, and the previously unarticulated knowledge, expertise and experience of employees.

Knowledge management systems can also include e-learning strategies and technologies.

As KM evolves, its usefulness will go beyond the examples cited in this section, but its applicability cannot be denied. With a potential mass exodus of Government employees and greater worker interdependency, KM is one of the tools that can help maintain the stability of agencies.

4) Identifying Outside Resources to Assist in Implementing Training and HR Solutions.

Over the years, many of our customers have requested that we assist in implementing the training or HR programs we developed with them. Within agencies, streamlining and restructuring initiatives have limited the number of training and HR personnel who are available and capable of implementing these solutions. At a time when the HR and training solutions are more sophisticated, this lack of expertise during implementation can adversely impact the results that agencies are spending thousands, and sometimes millions, to achieve.

The TMA service model will shift to accommodate this need. When requested by agencies, we will allow contractors to assist in the implementation of programs. We feel that this is a crucial service to offer agencies, if they are to achieve the intended results of projects and demonstrate a return on investment.

C.3 SCOPE OF WORK

This contract provides government agencies immediate access to expertise in developing a wide range of training and human resources management solutions.

This contract provides support in the following key service areas: Training and Strategic Human Resources Management.

TRAINING: Includes all activities that support the analysis, design, development, implementation, and/or evaluation of instructional products regardless of subject area. Some examples of products and services under this key service area include: instructor-led materials; print-based instructional materials; technology-based training products; knowledge management systems; learning organization strategies; consulting; learning systems development and integration; and training management systems. Some technology-based training products will be developed using Government-adopted software and systems standards.

STRATEGIC HUMAN RESOURCES MANAGEMENT (HRM): Includes all activities that support the analysis, design, development, implementation, and/or evaluation of strategies and systems that align human resources management with an agency's mission and that manage, appraise, compensate, and retain a high-quality and diverse workforce. Some examples of services under this key service area include: strategic human resources planning; human resources system development and integration; consulting; business process reengineering, compensation; performance management; performance measurement and improvement; and program evaluation.

Projects under this contract will consist of research, analysis, design, development, and evaluation, typically culminating in one or more products for implementation to solve real and immediate operational problems. These projects may involve improving organizational and/or individual performance as related to the mission, strategic goals, and mandates of an organization and its programs. As these influences evolve, it is anticipated that the specific support provided by contractors will evolve accordingly. These efforts should result in increased customer satisfaction and enhance the public's confidence in their Government. Contractors shall perform the work described in this section in accordance with firm, fixed-price orders issued by OPM.

This contract will support: 1) the implementation of training or other HR projects; 2) the development of information technology systems that support the human resources management function and that support the management and development of training solutions; and 3) training and HR consultative services that help organizations develop their own end products.

The implementation of training or other HR products will be limited to the products developed for the requesting agency under this contract. Since this is the first time we have offered implementation assistance, close scrutiny will be given to vendors' capabilities and experience in implementing training and HR programs, particularly large-scale programs.

The addition of information technology (IT) services will support the development and implementation of human resources management and training solutions. Our goal in offering IT services under this contract is to assure that a cadre of firms exists with the expertise to integrate these disciplines. It is not our intention to support the development of IT systems outside of the HR and training areas.

Under this contract, agencies will be able to receive training and HR consulting services. The consulting services must be long-term in nature and fit within the activities outlined in the Training and Strategic HRM key service area. The contract will not support short-term efforts such as facilitation of retreats or strategic planning sessions, unless these efforts are part of a long-term project.

C.4 Contract Requirements

The key service areas provide a framework for government agencies to receive training and HR products and services through the TMA contract vehicle. When a government agency accesses the TMA contract vehicle, the selected Contractor(s) will receive the specific requirements of the agency. The government will provide the specific requirements through a Statement of Work (SOW) and any other materials deemed necessary. The SOW will outline the project background, scope of work, deliverables, technical requirements, target audience, project duration, agency expectations, and/or administrative contacts. The Contractor will have an opportunity to examine and seek clarification of the government's specific requirements before it commits to meeting the requirements.

The OPM expects the Contractor to consistently meet the specific requirements of the government. The OPM may terminate this contract if the Contractor does not consistently meet the specific requirements of the government. In addition to the specific requirements of government agencies, the Contractor must meet and maintain the following OPM requirements.

C.4.1 Knowledge of the Key Service Area(s)

The Contractor must possess demonstrated knowledge, capability and experience in the key service area(s) of this contract. The knowledge, capability, and experience can be corporate or reside in an employee of the Contractor. The Contractor (or its employees) should have gained its experience through work performed or products developed primarily for the government. The Contractor must also have knowledge of the Federal Government, including its structure, culture, major initiatives, operations, regulations (particularly HR regulations), and systems.

The OPM will make periodic visits to the Contractor's facility to receive capability briefings. The briefings will provide the OPM with evidence that the Contractor is maintaining and advancing its knowledge, capability, and experience in the key service area(s).

C.4.2 Methodology/Technical Approach

The Contractor must have extensive knowledge of various methodologies and/or technical approaches for developing training and HR products and solutions. The Contractor must also have the ability to apply and adapt its methodologies and technical approaches to the unique requirements of a government agency. In some cases, the government will identify the methodology that will be used in solving its training and/or HR problems. In those cases, the Contractor will employ the methodology identified by the government or work with the government to create an acceptable methodology or technical approach that will achieve the expected results.

C. 4.3 Subject-Matter Expertise

The Contractor must possess subject-matter expertise in the key service area(s) of this contract. In addition, a task order (project) may require subject-matter expertise in an area or field outside of the key service area(s). When directed, the Contractor will identify and provide this subject-matter expertise to the government. The government may reject any proposed subject-matter expert (SME) or resource of the Contractor if the government determines that the proposed SME or resource is unsuitable or unqualified to perform the work called for by this contract.

C. 4.4 Key Staff

The Contractor is expected to have a diverse workforce whose employees are competent in the key service area(s). Employee competence should have been acquired through a combination of formal education, training, and work experience. Employees must meet and maintain any requirements (i.e., degrees, accreditation, etc.) for their specific labor categories. The Contractor must have a sufficient number of employees to meet the requirements of this contract and the specific requirements (i.e., degrees, security clearances, accreditation, etc.) of government agencies requesting service. The Contractor must also have a sufficient number of employees and other personnel to respond to multiple projects simultaneously. The Contractor must assure that other personnel who perform work under this contract have the qualifications to meet the government's requirements.

C.4.5 Contractor Resources

The Contractor must have the following resources: 1) a fully-established office in the Washington, DC area, 2) a project management information system, 3) quality assurance procedures, 4) software, hardware, and other technological equipment, and 5) means to inform and promote awareness of TMA program services it offers.

The Contractor must have a fully-established office in the Washington, DC metropolitan area. This office or facility must have the space (i.e., employee work, conference, storage, and production space), furniture, software, computers, and other technological equipment necessary to perform work under this contract.

The Contractor must have a project management information system (PMIS) that will be used for coordinating, monitoring, controlling, and reporting task order performance under this contract. The PMIS should also support the Contractor's ability to manage multiple projects simultaneously. Periodically, the OPM will review the PMIS to assure it has the functionality to meet the current and evolving needs of this contract.

The Contractor must have written quality assurance procedures that outline the steps taken at each phase of a project or the production of a deliverable. The plan must outline the corrective measures the Contractor will take if performance and/or deliverables are substandard or project delays occur.

The Contractor must have all the software, hardware and other technological equipment necessary to perform work under this contract. The software, hardware, and other technological equipment must be compatible with that of the government or meet the government's specific requirements. The Contractor may be permitted to purchase specific software, hardware and/or technological equipment necessary to meet the specific requirements of the government with written permission from OPM. The purchase of the software, hardware, and/or technological equipment must meet all applicable government procurement regulations.

The Contractor should have a Website that government agencies can access to obtain information about the Contractor's corporate capabilities. The OPM encourages the Contractor to establish a Webpage that is totally dedicated to products and solutions developed under this contract. The OPM reserves the right to have the Contractor alter or eliminate this Webpage if it determines that 1) it contains erroneous, misleading, or false information, 2) it presents a government agency in an unfavorable light, 3) it contains information that is sensitive or compromises the security of the government, or 4) it contains information that the government did not give the Contractor permission to display.

Throughout the life of this contract, the Contractor shall keep the TMA program office informed of any means (e.g., Internet) it may use to advertise and promote to Federal agencies its corporate capabilities and the services that it offers under the TMA program.

C.4.6 Point-of-Contact

The Contractor must provide a principal point of contact (POC) to interact with the OPM for projects resulting from this contract. The POC shall have the authority to commit the resources of the Contractor, make decisions, and take action in support of task orders under this contract. The POC's primary duty station shall be the fully-established office located in the Washington, DC - metropolitan area.

C.4.7 Deliverables

The Contractor must develop deliverables (i.e., products, systems, strategies, and solutions) in accordance with the specific requirements or standards of the requesting government agency and the requirements of the OPM. Unless directed otherwise, the Contractor must develop a management plan for each task order (project) it is awarded under this contract. The management plan is generally the first deliverable and serves as the "road map" or "blueprint" for the task order (project). The management plan will outline and/or reiterate the deliverables that are necessary in meeting the government's specific requirements. The Contractor will develop the management plan in accordance with standards outlined in the OPM document entitled, "Guidelines and Standards for Developing a Management Plan."

C.4.7.1 Draft Deliverables

The Contractors shall produce draft deliverables when identified in the management plan. The OPM requires that a draft deliverable meet at least eighty (80) percent of the specific requirements of the final deliverable. If the submitted draft deliverable does not meet the eighty (80) percent standard, the submitted draft deliverable will not be considered acceptable.

C.4.8 Subcontractors

The Contractor can use subcontractors to supplement its corporate capability. All applicable Federal statutes and requirements governing the use of subcontractors must be adhered to. The Contractor must have a written agreement with the subcontractor before the subcontractor can perform work under this contract. The Government reserves the right to see a written agreement before a subcontractor performs work under this contract.

C.4.9 Task Orders (Projects)

Task order (project) assignments will be made in accordance with established procedures outlined in the OPM document entitled, "TASK ORDER COMPETITION PROCEDURES."

When invited, OPM expects the Contractor to participate in task order competitions. OPM realizes that the Contractor may not wish to participate in a task order competition after it reviews the SOW or other materials of the requesting government agency. However, participating in less than sixty (60) percent of five or more task order competitions that the Contractor is invited to may be construed as the Contractor's inability to meet the requirements of the contract.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND PACKAGING

Preservation, packing, and packaging for all deliverables shall be in accordance with the best commercial practices to ensure arrival at the specified destination(s) in an undamaged condition.

D.2 MARKING

All deliverables shall be appropriately marked and must be in accordance with specifications in the handbook, Standards for and Uses of Project Management Plans. Deliverables should include, as a minimum: 1) Project title, 2) OPM client agency, 3) OPM contract number, 4) OPM purchase order and work order number, and 5) Date the product was produced. OPM shall be given equally visual credit as co-developer for all products.

D.3 SHIPPING DESTINATION

Unless specified otherwise in individual task orders or instructions, all contractor deliverables shall be shipped F.O.B. Destination or presented to the appropriate OPM office. Any unusual or extraordinary shipping requirements will be discussed when the work order is issued.

Washington, DC Office

U.S. Office of Personnel Management
Training & Management Assistance Division
1900 E Street NW, Room 1453
Washington, DC 20415-2100

Atlanta, GA Office

U.S. Office of Personnel Management
Training & Management Assistance Division
75 Spring Street SW, Suite 940
Atlanta, GA 30303-3109

Denver, CO Office

U.S. Office of Personnel Management
Training & Management Assistance Division
Cherry Park Place III, Suite 300
3151 S. Vaughn Way
Aurora, CO 80014

Philadelphia, PA Office

U.S. Office of Personnel Management
Training & Management Assistance Division
600 N. Arch Street, Room 3406
Philadelphia, PA 19106

D.4 SHIPPING NOTIFICATION

When all material has been shipped under any work order, the Contractor shall notify the COR in writing, listing material shipped, mode of shipment, and addressee.

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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 INSPECTION AND ACCEPTANCE AT DESTINATION

Inspection of the supplies or services to be furnished under this contract shall be made at destination by the receiving activity.

E.3 ACCEPTANCE

Acceptance for the Government for products and services rendered under any resultant contract shall be made by the COR. The Contracting Officer shall designate a COR in writing at the time of the contract award.

The COR shall have 20 work days from the receipt of a proper invoice by the Government within which to accept or reject the product(s) represented by that invoice. This contractual term supersedes the normal 5-day acceptance period at FAR Clause 52.232.25, Prompt Pay, (a)(5)(i). See Section G.5, Contractor Invoice Requirements.

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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR 1984

F.2 TERM OF CONTRACT

The initial term of this contract will be twelve (12) months from the date of the contract award. Any contract resultant from this solicitation will contain an option clause allowing the Office of Personnel Management to extend the term of the contract for four additional twelve (12) month periods (see Section H.9, Exercise of Contract Options).

NOTE: The Government reserves the right to extend the contracts for increments of less than twelve (12) months.

Furthermore, any additional contracts awarded after the initial term, and during the total anticipated five-year period of contract performance, shall only be valid for a period not longer than the remaining balance of months of the initially awarded contracts, including the exercise of options.

NOTE: OPM may choose to award additional contracts each year at the same time that it decides whether to exercise contract options that extend the period of performance of existing TMA contracts. These additional contracts will be negotiated and awarded using the same evaluation criteria that were contained in the solicitation leading to award of this contract. The term of these additional contracts will not extend beyond the original period of performance of contracts, including options, awarded under that solicitation. The decision to award additional contracts using this procedure will be made by OPM based on a continuous process of evaluation of past performance, and business volume forecasting of TMA program and customer support needs.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated.

At the time of contract award, the CO will appoint a COR who is responsible for providing interface between the Government and the Contractor, monitoring the progress of projects and ascertaining, for purposes of approval for payment, that the performance of the Contractor is acceptable with respect to content, quality of services, and materials. The COR will be authorized to issue orders under this contract, but will not be authorized to change any contract terms or conditions. That authority is reserved exclusively to the CO.

G.2 ROLES AND RESPONSIBILITIES

a. OPM PROJECT MANAGER

Projects undertaken pursuant to this contract will be assigned to an OPM Project Manager, who will serve as the liaison between OPM and the client agency, and between OPM and the Contractor's Point of Contact (POC) for all project-related issues covered by this contract. The OPM Project Manager will be responsible for:

- (1) Assisting client agencies to develop statements of work.
- (2) Matching client requirements with contractor capabilities.
- (3) Scheduling and facilitating preliminary discussions and/or start-up meetings among OPM, client agencies, and contractors.
- (4) Preparing and reviewing all work orders.
- (5) Reviewing all project Management Plans and products.
- (6) Monitoring the status of work performed and invoiced.
- (7) Accepting project deliverables and notifying the COR of satisfactory performance.
- (8) Evaluating contractor performance.

(9) Maintaining effective accounting and administrative control systems.

b. CONTRACTOR POINT OF CONTACT (POC)

The Contractor will designate a POC who will be the primary focal point for all projects under this contract. The Contractor POC will be responsible for:

(1) Participating in preliminary discussions, Task Order Competitions (TOC), and/or start-up meetings with OPM and client agencies.

(2) Distributing work orders to project personnel, as appropriate.

(3) Ensuring that all project Management Plans, products, and invoices are complete, accurate, and timely.

(4) Advising the OPM Project Manager of any circumstances that may affect project schedule or quality of deliverables.

(5) Providing oral and written notification to the OPM Project Manager of changes in scope to the Management Plan or task activities.

(6) Providing timely responses to project issues raised by OPM or the client agency.

(7) Providing written notification to OPM of any changes to contractor headquarters location, telephone and fax numbers, and personnel assigned to projects under this contract.

G.3 GENERAL ADMINISTRATIVE INSTRUCTIONS

a. START-UP MEETINGS

Projects undertaken pursuant to this contract will require preliminary discussions, Task Order Competitions (TOC), and/or start-up meetings among OPM, its Government client agency, and the Contractor tentatively designated by OPM for accomplishing the project, before a final project assignment is made. These discussions/start-up meetings will occur on a quick-response basis (24- to 48-hour notification) and will take place in the Washington, DC, area or a location designated by OPM.

NOTE: No reimbursement will be made by the Government for contractor time or travel to Washington or elsewhere for the purpose of preliminary discussions and/or start-up meetings. Participation is voluntary, but failure to participate may result in the Contractor not being considered for a particular project.

b. MANAGEMENT PLANS

A Management Plan (reference attachment entitled, Standards for and Uses of Project Management Plans) is a document, prepared by the Contractor for each requested project, that details the strategy for completing a project on time and within budget. This Plan serves as the blueprint for successful project implementation. The Management Plan is the most critical document for OPM management and monitoring of a project because it specifies exactly what will be done, by whom, when, how, and at what level, from the start of the project through the evaluation of the completed work.

NOTE: OPM reserves the right to obtain a Management Plan from more than one of the best qualified contractors for any one given project when it is determined to be in the best interest of the Government to do so.

Contractors must submit with each Management Plan for OPM review and approval, resumes of key in-house personnel and key subcontractor personnel who will be assigned to accomplish the tasks on each work order. Any changes in these key personnel from the time of submission of the Management Plan to implementation of the Management Plan must be submitted to the COR for approval.

c. WORK ORDER PROCEDURES

(1) All orders for contractor services under this contract after award will be made by the COR in the form of firm, fixed-price work orders. Work orders may be issued orally by the COR subject to written confirmation.

(2) Orders will be placed against these contracts using OPM Purchase Order and work order forms (see samples at Attachments 1 and 2 in Section J of this contract). The Contractor shall perform the required services in accordance with the daily rates established in Section B, Supplies or Services and Price/Costs of this solicitation. OPM reserves the right to approve or disapprove any individual or subcontractor assigned by a contractor to work on an individual work order.

(3) No work shall be performed by any contractor (or its subcontractors) unless a written (or oral) purchase order and work order has been issued by the COR. Contractors shall not perform any work based on instructions from OPM Project Managers or client-agency personnel.

(4) No additional effort, changes in scope of work, or changes in delivery dates shall be undertaken on an individual work order without explicit authorization by the CO or the COR.

G.4 PRICING (SEE CLINS PREFIXED WITH VI, SP**, & TV**)****a. VIDEO-BASED INSTRUCTIONAL PRODUCTS (SEE CLINS PREFIXED WITH VI**)**

Before any order is placed for VBI production (as defined in Section B, paragraph B.4.b), the Contractor will be required to submit a Video Production Proposal in the format prescribed in the guide, Standards for and Uses of Project Management Plans (see Section J, Attachment 6). A price proposal for video production shall include a complete and detailed breakdown of all costs including: services, facilities, personnel, equipment, materials, and any other cost factor that contributes to the total price. This price proposal will be assessed by the Government to determine the fairness and reasonableness of the proposed prices and shall be subject to negotiation at the option of the Government. Any orders placed will be on a firm, fixed-price basis.

b. SEPARATELY-PRICED ITEMS (SEE CLINS PREFIXED WITH SP)**

Before any order is placed for any Separately-Priced Item (as defined in Section B, paragraph B.4c), the Contractor will be required to submit a price proposal to the Government based on agreed quantities and specifications. The price proposal shall include a complete and detailed breakdown of all costs that contribute to the total price, including direct costs, indirect costs, and profit or fee. The Contractor should provide information other than cost or pricing data (e.g., competitive bids, comparative prices, etc) to establish the reasonableness of the proposed prices for these CLINS. The price proposal will be assessed by the Government to determine the fairness and reasonableness of the proposed prices and shall be subject to negotiation at the option of the Government. Any orders placed will be on a firm, fixed-price basis.

NOTE: Costs for subcontractor labor may not be included under Separately-Priced Items. Subcontractor labor must be listed under Daily Labor Rates, (SEE CLINS PREFIXED WITH TR** AND HR**).

c. TRAVEL, OTHER THAN LOCAL (SEE CLINS PREFIXED WITH TV)**

The Government may place orders for travel to accomplish work in connection with this contract. Before any order is placed for travel (other than local), or teleconferencing costs in lieu of travel, the Contractor will be required to submit a price proposal in the format prescribed in the guide, Standards for and Uses of Project Management Plans. The final negotiated, firm-fixed price will be based on the number of travelers and number of days, per diem rates at destinations, current air fares, rental car rates, and other miscellaneous travel expenses. Prevailing rates will be in accordance with the Federal Travel Regulations.

The price proposal shall include a complete and detailed breakdown of all costs that contribute to the total price, including direct and indirect costs. It is OPM policy not to allow a charge of profit or fee on travel. This price proposal will be assessed by the Government to determine the fairness

and reasonableness of the proposed prices and shall be subject to negotiation at the option of the Government. Any orders placed will be on a firm, fixed price basis.

NOTE: The Contractor is advised that travel plans should be made as early as practical to obtain the best price possible for the Government. Travel may not commence prior to the approval of the price proposal and issuance of an OPM Purchase Order and work order. Travel proposals submitted after travel has been completed will not be accepted by the COR. These cases will be referred to the Contracting Officer for adjudication.

G.5 CONTRACTOR INVOICE REQUIREMENTS

a. Contractors shall submit invoices to the COR for certification. Invoices shall be submitted in original (no copies) to the following address:

Official U.S. Mail Address, UPS, Federal Express, etc.:

U.S. OFFICE OF PERSONNEL MANAGEMENT
TRAINING MANAGEMENT ASSISTANCE DIVISION
ATTN: TMA INVOICE CLERK
1900 E STREET NW, ROOM 1453
WASHINGTON, DC 20415-2100

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

- (1) Name of the business concern and invoice date;
- (2) Contractor invoice number;
- (3) Contract number;
- (4) Purchase order number, work order number, OPM project code, and OPM-assigned project title (each separately and prominently displayed);
- (5) Shipping and payment terms;
- (6) Name (where practicable), title, telephone number, and complete mailing address of responsible official to whom payment is to be sent;
- (7) Total costs reflect, as appropriate, the cost category(s) as listed on the OPM work order (e.g., labor, video production, travel);
- (8) G&A percentage rate and profit or fee percentage rate and dollar amount as separate

components, as appropriate, for cost-reimbursable items only; and

(9) Any other substantiating documentation or information as required by the contract.

NOTE: Invoices that do not contain complete and accurate information may be rejected and returned to the Contractor as unacceptable.

G.6 PAYMENT DUE DATE AND INTEREST ON OVERDUE PAYMENTS

a. Payment due dates and determinations of interest due under this contract shall be made in accordance with the provisions of FAR Clause 52.232-25, PROMPT PAYMENT (JUN 1997), incorporated by reference in Section I.1. (See Section E, INSPECTION AND ACCEPTANCE, Paragraph E.1, for the Government acceptance period applicable to subdivision (a)(5)(i) of this clause).

b. Any discounts offered will be accepted by OPM.

c. The date of the check issued by the Treasury in payment or the date of payment by wire transfer through the Treasury Financial Communications Systems shall be considered to be the date payment is made.

G.7 METHOD OF PAYMENT

a. Partial payments will be made by the Government based on completion of an identifiable deliverable for each work order. A payment schedule shall be included by the Contractor in the Management Plan for each project assigned to that contractor and shall be linked to a deliverable. For those tasks which require a significant period of time to accomplish (more than 30 calendar days), partial payments that are linked to such events as the accomplishment of discernible milestones, segments or sub-tasks of the identifiable deliverable, may be made to the Contractor.

NOTE: Payment schedules proposed in the Management Plan shall be subject to negotiation by the Government. Invoices should be submitted in accordance with the payment schedule specified in the Management Plan and agreed to by the COR.

b. Payments under this contract will be made by the Government either by check or in accordance with the provisions of FAR Clause 52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999), incorporated by reference in Section I.1.

G.8 ACCOUNTING AND APPROPRIATION DATA

Funds currently obligated in this contract are chargeable as follows:

- * To be identified in each Order

G.9 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Ch 1) in effect on the date of the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ESTIMATED QUANTITIES

The quantity estimates used in SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS, are estimates and are not considered to be firm quantities.

H.2 SUPPORT TO BE PROVIDED BY THE GOVERNMENT

- a. Government publications; archival materials; access to videotape, film, photo, and graphic art repositories; and access to such governmental employees as are necessary and appropriate to satisfy the Contractor's information requirements in completing project work.
- b. Opportunities for developmental testing at Government offices. The support to be provided at those sites will include, within reasonable limits, personnel for testing; room space; utilities services drawn from existing sources; and currently available instructional equipment such as computer terminals and audio-visual display devices when such use does not conflict with the operational schedule of the controlling organization.
- c. One or more subject-matter experts to advise and assist the Contractor with respect to technical aspects of operating systems selected for training or productivity improvement.
- d. Technical reference material not subject to Privacy Act restrictions.

H.3 TITLE TO MATERIALS

Government and contractor rights concerning title to materials and work in process acquired or produced by the Contractor for performance under the contract and chargeable thereto are set forth in FAR Clause 52.227-14, Rights in Data - General, with its Alternate II, incorporated in full text in this solicitation (see Section I.4).

H.4 RESTRICTIONS ON PRINTING AND DUPLICATION

All printing funded under the terms of this contract must be done in conformance with the Joint Committee on Printing Regulations as prescribed in Title 44, United States Code, Section 308 of Public Law 101-163, and all applicable Government Printing Office regulations. The Joint Committee on Printing does not intend that contractors become prime or substantial sources of printing for departments or agencies.

This regulation does not preclude the procurement of writing, editing, preparation of manuscript copy, or preparation of related illustrative materials as part of this contract; or of administrative printing (e.g., forms and instructional materials necessary for use by the Contractor in performing to terms of the contract).

A requirement for the Contractor to duplicate less than 5,000 units of only one page or less than 25,000 units in the aggregate of multiple pages for the use of a department or agency, are not subject to the restrictions of this clause. The restrictions set forth above apply to each individual document and are not cumulative under the terms of this contract.

H.5 RESTRICTIONS ON PURCHASE OF INFORMATION TECHNOLOGY (IT)

Generally, the purchase of any IT hardware and software under the terms of this contract is prohibited. Nothing in this solicitation shall be construed to circumvent applicable agency regulations governing the purchase of IT. Agencies should plan for and submit requests for purchases through their procurement offices.

However, in some certain situations a particular hardware platform, a specific type of software, operating system, etc., may be required for development or testing of products. In this case, an exception may be granted to procure such systems (generally one unit and no more than three units) to meet project requirements.

The Contractor must submit a request for an exception to the appropriate OPM Project Manager, along with a justification for the hardware/software purchase, and a price proposal that delineates competition among three vendors. The exception, if approved, will be treated as a Separately-Priced Item and is subject to the requirements listed in paragraphs B.4c and G.4b. All information technology hardware and software purchased under this exception shall become the property of the Government upon completion of the project.

H.6 USE OF NATIONALLY RECOGNIZED EXPERTS

Services of highly specialized or nationally recognized experts may also be acquired as needed for specific performance on an individual work order. The Contractor must submit to the appropriate OPM Project Manager a justification that supports the use of expertise outside the normal labor categories, information to support a determination of price reasonableness, and a copy of the resume for each proposed nationally recognized expert. The price associated with such experts will be indicated as a Separately-Priced Item in the price proposal for each individual work order. The proposed price will be subject to review by the COR to determine that it is fair and reasonable.

H.7 DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use of gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.8 LIABILITY

The Contractor shall be liable for any loss of or injury to any material serviced under any contract resulting from this solicitation which is caused by the Contractor's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise, but the Contractor shall not be liable, in the absence of a written agreement to the contrary, for any loss of or injury to the material that could not be avoided by the exercise of such care.

H.9 EXERCISE OF CONTRACT OPTIONS

The Office of Personnel Management will notify the Contractor at least sixty (60) days prior to the expiration of each successive contract term of its intent to renew the contract for the succeeding twelve (12) month option period. The Government will exercise options before the expiration of each contract term.

H.10 LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

H.11 BLANKET PURCHASE AGREEMENTS

As incentive to perform at the highest standards of quality, timeliness, and efficiency, OPM will negotiate blanket purchase agreements (BPAs) with the highest performing TMA contractors based on a periodic evaluation of their overall performance on work orders issued under the TMA contract.

Calls placed against these BPAs will permit TMA contractors to perform work for customer agencies falling under one or more of the key service areas under the TMA contract statement of work. The outcome of these calls will be proposed new functional process improvements for the customer organizations. Efforts to further develop or implement these functional process improvements may be eligible for negotiation of new TMA task orders within the scope of the awarded TMA contract.

The factors OPM will consider to determine whether particular TMA contractors will be selected for award of these BPAs includes:

- * Whether projects are consistently delivered on time and within budget
- * Whether assistance to customer organizations helps achieve objectives in their strategic planning
- * Whether the Contractor earns high ratings in customer satisfaction evaluations
- * Whether there is a significant return on investment on projects the Contractor performs

H.12 ELECTRONIC COMMERCE

The Government reserves the right to implement electronic commerce (EC) in the administration of this contract. EC would include electronic issuance of work orders and payments, and the submission of electronic invoices in Government-prescribed EC data transmission formats.

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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999 (JAN 1999)
52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	OCT 2000 (JAN 1999)
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996

52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL ALTERNATE II	JUN 1987 (JUN 1987)
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE II	AUG 1987 (APR 1984)
52.244-2	SUBCONTRACTS	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Director, OPM, and shall not be binding until so approved.

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 01, 2001 through September 30, 2002, or until the expiration date of the contract, if extended.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under contract.(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$100,000;

(2) Any order for a combination of items in excess of \$300,000;

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one (1) year after expiration of the contract.

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

I.8 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999) ALTERNATE I (OCT 1998)

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration in a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this

clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) The Contracting Officer will add a factor of 10 percent to the price of all offers,

(i) Offers from small disadvantaged business concerns that the adjustment;

(ii) An otherwise successful offer of eligible products under Agreements Act when the dollar threshold for application of the Act or exceeded (see section 25.402 of the Federal Acquisition;

(iii) An otherwise successful offer where application of the be inconsistent with a Memorandum of Understanding or other agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise offer from a historically black college or university or minority and

(v) For DoD acquisitions, an otherwise successful offer of country end products (see sections 225.000-70 and 252.225-7001 of FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item of line items on which award may be made. The Contracting Officer other evaluation factors described in the solicitation before factor. The factor may not be applied if using the adjustment would contract award to be made at a price that exceeds the fair market than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.9 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

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

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

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

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

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

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

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

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

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

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

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

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

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

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

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

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

(f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor

under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

(i) For each employee subject to the Act -

(A) Name and address and social security number;

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

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

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

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

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

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

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

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

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

(k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to

comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

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

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

(n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

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

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

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

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

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

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

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

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

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

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by

the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

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

(End of clause)

I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

<u>Employee Class</u>	<u>Monetary Wage - Fringe Benefits</u>
Computer Programmer	\$21.25
Clerk-Typist/Word Processor	\$11.60
Graphic Artist	\$11.60

**I.11 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall

preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.12 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: District of Columbia, Maryland, and Virginia.

Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the due date set for receipt of proposals.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.13 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages (to be identified by task order, as applicable), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.14 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days,

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

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

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

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

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

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

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

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

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

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

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

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

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

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

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

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when

Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

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

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

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

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

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

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

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

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

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

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

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific

financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

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

I.15 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM— INCENTIVE SUBCONTRACTING (OCT 2000)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

I.16 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

I.17 SECTION 8(a) DIRECT AWARD

(a) As a partial 8(a) setaside, one or more contracts may be issued as a direct award between the activity and the 8(a) contractor(s) pursuant to the Memorandum of between the Small Business Administration (SBA) and the U.S. Office of Personnel Management. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and to the 8(a) contractor(s) under the 8(a) program. The cognizant SBA office is the Washington District Office, Washington, DC.

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the termination clauses of this contract. The contracting activity shall also coordinate with SBA prior to any novation agreement. The contracting activity may assign administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to assume ownership or control of the concern. Consistent with 15 U.S.C. transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination to the actual relinquish of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

I.18 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUN 1999)

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

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

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

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

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

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The 8(a) small business concern that submits an offer under this solicitation will notify the Office of Personnel Management Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS

The following documents are included as attachments to this solicitation.

<u>NUMBER</u>	<u>TITLE</u>	<u>NO. PAGES</u>
1.	OPM Purchase Order	1 page
2.	OPM Work Order	1 page
3.	Standard Form LLL, Disclosure of Lobbying Activities	3 pages
3A.	Standard Form LLL, Disclosure of Lobbying Activities Continuation Page	1 page
4.	Sample Small Business and Small Disadvantaged Business Subcontracting Plan Outline	6 pages
5.	Task Order Competition Procedures	9 pages
6.	Standards for Uses of Project Management Plans	20 pages
7.	Department of Labor Service Contract Act Wage Determination No. 94-2103 June 9, 2000	9 pages

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) those prices;

(ii) the intention to submit an offer;; or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

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

Name and TIN of common parent:

Name _____

TIN _____

**K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women- owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is, is not a women-owned business concern.

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

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

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

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

(B) Have have not , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

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

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

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

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

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

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities

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

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

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

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

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

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

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

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

K.11 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

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

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

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

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

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

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

K.12 GOVERNMENT EMPLOYEE REPRESENTATION

The offeror states that he/she is [] is not [] a Government employee, and does [] does not [] represent a business concern or other organization owned, or substantially owned, by one or more Government employees.

K.13 IDENTIFICATION OF SUBCONTRACTORS

The following provision is for use in administering Equal Opportunity Programs. Offerors shall list below known subcontractors whose subcontracts will exceed \$1 Million:

K.14 SUBCONTRACTOR INFORMATION

If offeror proposes to subcontract any portion of this contract, the following subcontractor(s) information must be furnished.

SUBCONTRACTOR'S FIRM NAME _____

SUBCONTRACTOR'S ADDRESS _____

SUBCONTRACTOR'S CONTACT _____

SUBCONTRACTOR'S CONTACT TELEPHONE NUMBER _____

SUBCONTRACTOR'S ROLE IN THIS CONTRACT _____

SUBCONTRACTOR'S QUALIFICATIONS _____

SUBCONTRACTOR'S TRAINING _____

SUBCONTRACTOR'S REFERENCES _____

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Amount of Subcontract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

K.15 SIGNATURE BLOCK

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

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

(Signature) (Date)

(Typed or Printed Name)

(Title)

(Solicitation Number)

(Name of Company/Organization Represented)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION -- ALTERNATE I	NOV 1999 (OCT 1997)

L.2 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.225-10	NOTICE OF BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM REQUIREMENT- CONSTRUCTION MATERIALS	FEB 2000
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR 2000
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATION OVERTIME	OCT 1997

L.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

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

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

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

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

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple firm-fixed price (FFP), Indefinite Delivery - Indefinite Quantity (IDIQ) contracts resulting from this solicitation.

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

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

Hand-Carried Address:

US Office of Personnel Management
Contracting Division
Room 1342
1900 E. Street, NW
Washington DC 20415-7710

Mailing Address:

US Office of Personnel Management
Contracting Division
Room 1342
1900 E. Street, NW
Washington DC 20415-7710

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

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

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

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

L.7 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

L.7.1 GENERAL PROPOSAL CONSIDERATIONS

All Technical Proposals submitted in response to this RFP should provide comprehensive responses to the solicitation requirements and present an accurate representation of the competence, capabilities, and experience of the offeror. Proposals should contain specific information that will enable the Government to evaluate the degree to which the offeror's technical approach demonstrates complete understanding of the complexity of the requirements and that the necessary resources exist to successfully accomplish projects as outlined in this solicitation. The technical approach described must be logical, valid, feasible, and achievable. An offeror, meaning the prime contractor or contractors, shall only submit one proposal in

response to this RFP. The Government reserves the right to disqualify an offeror or offerors that submit identical or substantially similar proposals in response to this RFP.

The principal objective of this solicitation is to develop a cadre of highly qualified firms to provide strategies, products, and services to government agencies in the following key service areas: Training and Strategic Human Resources Management. An offeror may submit a proposal for one or both of the key service areas. The OPM will not show preference to offerors based on submitting proposals for one or both key service areas. An offeror must possess demonstrated capability and experience in each key service area for which it is submitting a proposal. An offeror not demonstrating these capabilities will be eliminated from the competition.

Price Proposals shall demonstrate completeness (responsive to all RFP requirements). The Price Proposal must also demonstrate reasonableness (acceptability and validity of the price estimating methodology and rationale).

General or vague statements that the offeror understands the requirements of the strategies, products, and services to be provided or simply rephrasing or restating the Government requirements will not be deemed adequate and will result in rejection of the proposal. The proposal should be clear and concise and should sufficiently demonstrate the manner in which the offeror intends to comply fully with the requirements in this solicitation.

Offerors who have or have had contracts with the U.S. Office of Personnel Management to perform similar work must submit a proposal and provide all requested materials.

Proposals shall be submitted in accordance with the instructions herein, and non-conformance with the specified, required content may be cause for rejection of the proposal.

Any superfluous or elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper, costly visual or other presentation aids are neither necessary nor desired.

An offeror's proposal, including the sample products, shall become the property of the Government and will not be returned. If the proposal contains information that an offeror does not wish to be disclosed to the public or used by the Government for any purpose other than evaluation of the proposal, such restrictions shall be clearly indicated on each page or item containing such information.

L.7.2 CONTRACT AWARD DATE

It is anticipated that multiple awards will be made by September 2001.

NOTE: OPM may choose to award additional contracts each year at the same time that it decides to exercise contract options to extend the period of performance of existing TMA

contracts. These additional contracts will be negotiated and awarded based on the evaluation criteria contained in this solicitation. The term of these contracts will not extend beyond the original period of performance of contracts under this solicitation, including options. The decision to award additional contracts using this procedure will be made by OPM based on a continuous process of evaluation of past performance, and business volume forecasting of TMA program and customer support needs.

L.7.3 PROPOSAL ORGANIZATION

a. Proposal volumes

The initial proposal shall be submitted in two separate and detachable volumes, individually titled:

Volume I: Technical Proposal

Volume II: Price Proposal

Volume I, Technical Proposal, will consist of one general section, which is mandatory and discusses the organization's general capabilities and structure, and a specific section that addresses each key service area for which the offeror wishes to receive consideration. Specific information regarding the contents of the Technical Proposal is in different sections beginning with L.7.4.

b. Submission date

All written proposals, including volumes, parts, or sections for each offeror and any subcontractors, must be received by the proposal submission due date and time as indicated on Standard Form 33.

c. Structure and format

The proposal shall be clear, concise, neat, indexed, well organized, and logically assembled. All pages of each volume shall be appropriately numbered and identified with the date and the solicitation number. The offeror shall provide three copies (one original and two copies) of the pricing proposal and four copies of the technical proposal. The offeror shall submit one original and three copies of the general section and one original and three copies of each key service area section for which an offeror is submitting a proposal.

Proposals should be submitted in three-ring, loose-leaf binders and each volume should contain a Table of Contents that identifies all areas, paragraphs, and subparagraphs covered in the volume. Within Volume I, Technical Proposal, each key service area section must be self-contained and stand on its merits. Each key service area section should be bound and placed inside the three-ring binder.

Page size should be 8-1/2 by 11 inches (preferably recyclable paper). Any common font with a 12-point font size and single-line spacing is acceptable. Proposals should be printed on both sides of a sheet of paper, which will count as two pages. Major divisions and sections within each volume shall be separated by dividers.

Front and end materials such as the cover, table of contents, indices, and dividers will not be included in the page maximum described in Section L.7.5.

L.7.4 TECHNICAL PROPOSAL

The Technical Proposal will consist of written documentation addressing the criteria set forth below and will be evaluated in accordance with the criteria provided in Section M, EVALUATION AND AWARD FACTORS. It should be presented in a straightforward manner, encompassing all information as set forth below. In addition, the OPM reserves the right to consider the offeror's past performance not specifically listed in the Technical Proposal.

L.7.5 PREPARATION OF VOLUME I

Volume I, Technical Proposal, will consist of one general section, which discusses the organization's general capabilities and structure, and specific sections that address the key service areas of Training and Strategic Human Resources Management.

The general section shall be no more than 20 pages in length and each key service area section shall be no more than 35 pages in length. All papers should be well-organized, conceptually sound, neat, and free of grammatical errors. In addition to the items listed in Section L.7.3, resumes, staff matrices, and offeror/subcontractor and offeror/contingent employee agreements will not be included in the page maximums.

L.7.6 GENERAL SECTION

This section provides the evaluation categories and the requirements of those categories. Offerors should use this information in preparing the General Section of the technical proposal.

a. Company Information

The offeror shall provide a brief description of the organization that will perform the work under this contract, its lines of business, and its relationship to any parent organizations. The offeror shall outline the structure of the organization, showing the position within that structure of the organizational component or components that will accomplish work under this contract.

The offeror shall also incorporate into an organizational chart the key personnel assignments that support the organizational structure and key service areas for which the offeror is submitting a proposal.

The offeror shall also provide brief descriptions of subcontracting organizations that will perform work under this contract, their lines of business, and the services they will support.

Because approximately seventy (70) percent of the work resulting from this solicitation will be conducted in the Washington, DC, metropolitan area, the offeror shall have a fully established office located in the Washington, DC, metropolitan area. An offeror that does not have a fully established office located in the Washington, DC, metropolitan area will not be given consideration for contract awards resulting from this solicitation. The offeror must indicate the location of this fully established office in its proposal.

In addition, offerors will need to support our operations in Atlanta, Denver and Philadelphia. The majority of Government agencies these operations support are in Alabama, California, Colorado, Florida, Georgia, Illinois, Maryland, Massachusetts, Pennsylvania, Texas, and Virginia. An offeror should indicate other offices that will support this contract, including the numbers of employees and the key service areas these offices support.

b. Project Administration and Oversight

The offeror shall describe the management process for oversight of task order accomplishment, including quality and cost control of both prime and subcontractor work, and adherence to delivery schedules.

Currently, project activity data show that approximately thirty (30) percent of the value of all projects are performed outside the Washington, DC, metropolitan area in OPM field offices in Atlanta, GA, Denver, CO, and Philadelphia, PA. The Technical Proposal shall demonstrate the offeror's capability to provide a full range of services for projects that are managed in field offices.

The following elements must also be addressed:

1. Quality Assurance Plan (QAP): The offeror shall provide a description of its plan to assure quality of the services and products provided. This should include the analysis, design, development, implementation, and evaluation phases of the effort. It should also guarantee that corrective measures will be taken to prevent substandard quality performance or delays of performance.

If subcontractors will be used to perform work under this solicitation, the QAP description should specify how the offeror will manage subcontractors to ensure conformance to service, product, schedules, and quality requirements, and how each subcontractor meets the qualifications required of the prime contractor by this solicitation.

2. Project Management Information System (PMIS): The offeror shall provide a description of the project management information system that will be used for coordinating, monitoring, controlling, and reporting task order performance under the contract. The offeror shall also outline how this PMIS will assist key personnel in making decisions (i.e., resources, costs, etc.) concerning projects. Information provided should identify where this system will be needed, the type of system to be utilized, and why the proposed system is the most appropriate.

3. Management of Multiple Projects: The offeror shall provide information based on its organizational structure, personnel, QAP, and PMIS that will allow the offeror to respond simultaneously to multiple projects of the kind described in this solicitation.

c. Relationship of the Point of Contact to Corporate Structure

The offeror shall identify the principal point of contact (POC) who would interact with the Office of Personnel Management for projects resulting from this solicitation and provide the resume of this individual. The offeror shall also identify the individual in the firm to whom the POC would report directly.

The POC would have day-to-day oversight of all projects awarded to a firm under this contract. The POC would provide to OPM/TMA project managers, administrative staff and management officials the status of projects, including deadlines, deliverables, billing, etc.

In selecting a POC, the offeror shall ensure that the individual has the authority to make decisions and take action in support of task orders resulting from this contract award or that the individual directly reports to someone who does.

The POC will interact with OPM's Washington, DC staff, CORs, and staff in Atlanta, GA; Denver, CO; and Philadelphia, PA. However, the POC's primary duty station shall be the fully established office located in the Washington, DC, metropolitan area.

L.7.7 TRAINING KEY SERVICE AREA SECTION

This section provides the evaluation categories and the requirements for those categories. Offerors shall use this information in preparing the Training Key Service Area Section.

a. Knowledge of Training and Development

The offeror shall provide a narrative description that clearly and fully demonstrates its knowledge of training and development, and adult learning. The narrative should also discuss major trends and issues facing the Federal community in advancing training initiatives.

b. Methodologies for Developing Training Products and Solutions

The offeror shall identify the methodology or methodologies (e.g. Instructional Systems Design) that it uses in developing training products and solutions. The offeror shall clearly outline and delineate all phases of the methodology or methodologies and discuss the strategies and/or tactics used during each phase. The offeror shall outline the various inputs and outputs that are associated with the phases. The offeror shall also depict the methodology or methodologies graphically.

c. Past Performance

The offeror shall provide summary descriptions of training interventions undertaken by the offeror and, separately, by subcontractor, in Federal, state or local government agencies that substantiate a claim of ability to perform work of the kind listed below. If experience with government agencies is limited, descriptions of experience with private sector firms should be included.

Offerors shall provide summary descriptions of:

1. Two Web-based Training projects;
2. One Training Evaluation project;
3. Two Interactive Multimedia projects;
4. Two Instructor-led Materials projects;
5. Two Training Implementation projects;
6. One Knowledge Management project;
7. One Hybrid or Blended Technologies project; and
8. Three Offeror's Choice projects.

The projects must have been initiated within the last three years. Each summary shall include the following:

- Name and address of the agency/client. Telephone number of the agency person familiar with project performance and results.
- Project summaries shall be in narrative form. Within each narrative, the offeror will show the application of its methodology or methodologies for developing training products or solutions to the specific project. This includes outlining the strategies and/or tactics used at each phase and the resultant products or outcomes. The project summaries should also incorporate background information, any results achieved by the agency, project costs, and any challenges (i.e., compressed timeframe, small budget, project redirections, etc.) that had to be overcome to successfully complete this project, and any awards received for the project.

NOTE: OPM understands that not all phases of a methodology are applicable to some projects.

- Period of performance, including planned completion date, actual completion date, and explanation of any schedule variances.

- Approximate dollar value of offeror's services, including original estimate and actual cost, with explanation of any cost variances.

NOTE: When proposing the offeror's choice projects, offerors are advised to submit projects that showcase cutting-edge technology and learning strategies, such as ADL/SCORM, learning management systems, learning technology projects that were accessible for persons with disabilities, technology infrastructure assessment, etc.

9. Sample Products on CD-ROMs

The offeror shall provide no more than three (3) sample products on CD-ROMs that support three projects discussed in the narratives. The offeror should assure that products submitted provide the Government with sufficient information to assess the offeror's capabilities. If providing a sample of a training implementation or training evaluation project, the offeror should submit the training implementation plan or the training evaluation report.

The offeror shall assure that the products clearly identify what narratives/projects they support. If additional review is needed, the offeror may be invited to demonstrate its technology-based products.

In addition to the information listed above, the written proposal for this RFP will also be considered a sample work product.

NOTES: 1) Projects and sample products having relevance to the Federal civilian workforce will be construed to have greater relevance to this requirement than will projects and sample products involving other populations. 2) The offeror must have served as the prime contractor for the majority of the projects and samples proposed in response to this RFP.

d. Key and Other Staff Resources

NOTE: An offeror shall also use the information contained in this section when proposing key staff and providing resumes for the Training and Strategic Human Resources Management Key Service Area Sections.

The offeror shall provide resumes of key staff members and contingent employees (individuals who will become employees of the firm, if the firm is awarded a contract) who will play key roles in the information presented in this section. The resumes should not exceed two pages in length and should include the following categories: a brief biographical sketch, educational credentials, certifications, relevant experience (over the last five years, listing most recent first), recent publications, associations and affiliations, references, and security clearances.

The offeror shall also submit resumes of proposed key subcontractor personnel. The resumes should be submitted in the format used for the offeror's own staff. Omission of information will be to the detriment of the offeror's technical score.

Individual resumes for key professional personnel, contingent employees, and subcontractors shall be grouped by labor categories for key service area sections. For individuals who might be employed in more than one labor category on different projects, the offeror shall annotate the additional categories with the individual's name and the primary category where the resume can be found. The offeror shall provide a sufficient number of resumes to demonstrate the capability to meet the requirements of this solicitation and to conduct multiple projects concurrently. The offeror shall provide a matrix matching staff (by name) with the labor categories outlined in Section B. See the following example.

STAFF BY LABOR CATEGORY

LABOR CATEGORY	PROFESSIONAL STAFF			
	Contractor		Contingent Employee	Subcontractor
	Robert Jackson	Delores White	Charlene Dupont	EZ Company
				Jim Browne
Sr Analyst/Principal Investigator	•	•	•	
Jr Analyst/Principal Investigator				•
Instructional Technologist	•		•	
Jr Instructional Technologist				
Management Analyst		•		
Systems Analyst				
Computer Programmer				

The offeror shall also include written agreements that are signed by both the offeror and the subcontractors and/or contingent employees. The agreement shall clearly stipulate that the subcontractors and/or contingent employees will be available to perform the services attributed to them as outlined in the proposal, if a contract is awarded. If no written agreements are submitted, no consideration of those subcontractors and/or contingent employees will be given.

NOTE: An offeror must have the in-house staff capability necessary to perform the preponderance of the requirements of this solicitation.

L.7.8 STRATEGIC HUMAN RESOURCES MANAGEMENT

This section provides the evaluation categories and the requirements of those categories. Offerors shall use this information in preparing the Strategic Human Resources Management Section.

a. Knowledge of Strategic Human Resources Management

The offeror shall provide a narrative description that clearly and fully demonstrates its knowledge of human resources management. The narrative should also discuss major trends and issues facing the Federal community in advancing HR initiatives.

b. Methodologies for Developing HR Products and Solutions

The offeror shall identify the methodology or methodologies that it uses in developing HR products and solutions. The offeror shall clearly outline and delineate all phases of the methodology or methodologies and discuss the strategies and/or tactics used during each phase. The offeror shall outline any inputs and outputs that are associated with the phases. The offeror shall also depict the methodology or methodologies graphically.

c. Past Performance

The offeror shall provide summary descriptions of HRM interventions undertaken by the offeror and, separately, by subcontractor, in Federal, state or local government agencies that substantiate a claim of ability to perform work of the kind listed below. Offerors should not submit descriptions of training projects that address the HRM areas listed below. If experience with government agencies is limited, descriptions of experience with private sector firms should be included.

Offerors shall provide descriptions of:

1. Two Strategic Human Resources Planning projects;
2. One Workforce Productivity project;
3. Two Performance Management projects or two Compensation projects or one Performance Management and one Compensation project;
4. One HR Program Evaluation project;
5. One HR Systems Development and Integration project;
6. Two HR Implementation projects; and
7. Three Offeror's Choice projects.

The projects must have been initiated within the last three years. Each summary shall include the following:

- Name and address of the agency/client. Telephone number of the agency person familiar with project performance and results.
- Project summaries shall be in narrative form. Within each narrative, the offeror will show the application of its methodology for developing HRM products or solutions to the specific project. This includes outlining the strategies used at each phase and the outcomes/products of those strategies. The project summaries should also incorporate background information, any results achieved by the agency, and any challenges (i.e., compressed timeframe, small budget, project redirections, etc.) that had to be overcome to successfully complete this project, and any awards received for the project.

NOTE: OPM understands that not all phases of the methodology are applicable to some projects.

- Period of performance, including planned completion date, actual completion date, and explanation of any schedule variances.
- Approximate dollar value of offeror's services, including original estimate and actual cost, with explanation of any cost variances.

NOTE: When proposing the offeror's choice projects, offerors are advised to submit projects that further showcase their knowledge of the Strategic HRM Key Service Area, particularly succession planning, business process reengineering, performance measurement, etc.

8. Sample Products on CD-ROMs

The offeror shall provide three sample products on CD-ROMs that support projects discussed in the narratives. The offeror should assure that the products provide the Government with sufficient information to assess the offeror's capabilities.

The offeror shall assure that the products clearly identify what narratives/projects they support. If additional review is needed, the offeror may be invited to demonstrate its capabilities.

In addition to the information listed above, the written proposal for this RFP will also be considered a sample work product.

NOTES: 1) Projects and sample products having relevance to the Federal civilian workforce will be construed to have greater relevance to this requirement than will projects and sample products involving other populations. 2) The offeror must have served as the prime contractor for the majority of the projects and samples proposed in response to this RFP.

d. Key and Other Staff Resources

See instructions provided under Section L.7.7.d., Training Key Service Area Section, Key and Other Staff Resources.

L.7.9 PREPARATION OF VOLUME II

The Price Proposal shall be completely separate from the Technical Proposal and shall contain all information relative to pricing. The Price Proposal shall consist of the following parts:

- I. SOLICITATION DOCUMENTS AND SUPPORTING SCHEDULES
- II. CURRENT FINANCIAL STATEMENTS
- III. COMPENSATION COMPLIANCE STATEMENT

L.8 SOLICITATION DOCUMENTS AND SUPPORTING SCHEDULES

The following solicitation documents and supporting schedules shall be completed and included in the Price Proposal:

- a. Blocks 12 through 18, inclusive, of Standard Form 33;
- b. Section B, Supplies or Services and Prices/Costs. The labor rates shown in Section B shall be fully burdened, including all costs such as direct labor rate, indirect rates and fees (See Section B.3). The rates proposed must also include the rates of all personnel proposed, including subcontractors (rates proposed for each labor category in Section B are the only rates that will be used to arrive at the firm, fixed-price for each work order).

Offerors are requested to propose a single daily labor rate for all personnel proposed for the categories of labor listed in the Schedules for the base years and all option years. Offerors should only propose daily labor rates for the labor categories of the key service areas for which they are seeking a contract.

Daily rates shall be rounded to the nearest whole dollar using standard rounding rules (i.e., 49 cents or less, round to the next lowest dollar; 50 cents or higher, round to the next highest dollar).

- c. Schedule of indirect cost rates and profit or fee which may be charged for reimbursable cost items (Separately-Priced Items and Travel) (See Sections B.4 and G.4). The schedule should show rates for the base year plus all four options years; and
- d. Section K, Representations, Certifications, and Other Statements of Offerors, as applicable.

The supporting documentation requested in the Price Proposal is required to enable the Government to perform price analysis and ultimately to negotiate fair and reasonable prices. The Contracting Officer anticipates that the prices for this acquisition will be based on adequate price competition and, therefore, certified cost or pricing data will not be required unless the offeror fails to submit adequate explanation of its pricing methodologies. The Contracting Officer

reserves the right to request certified cost and pricing data after initial offers are received.

L.9 INDIRECT COST RATES AND PROFIT OR FEE

Offerors should provide a schedule in their cost proposals showing the indirect burdening (G&A rates) and profit or fee that may be added to reimbursable items for the initial contract period and each contract option period. Indirect cost rates and profit or fee should be listed as a separate item in the cost proposal. These rates are subject to negotiation and a determination of their fairness and reasonableness. Once approved, these rates are fixed for the base year plus all option years.

Offerors who do not submit indirect cost rates and profit or fee in their cost proposals will not be allowed to charge G&A rates and/or profit or fee to reimbursable items. No provision will be allowed to add these rates for any subsequent contracts that may arise from this solicitation.

L.10 PERIOD FOR ACCEPTANCE OF OFFERS

Offerors are requested to allow a minimum of 180 calendar days within which offers may be accepted. IF NO TIME IS SPECIFIED IN THE SPACE PROVIDED THEREFOR ON THE STANDARD FORM 33 (ITEM 12), IT WILL BE CONSIDERED THAT 180 CALENDAR DAYS ARE INTENDED. Proposals offering less than 180 days for acceptance will be considered non-responsive and will be rejected.

L.11 SMALL BUSINESS SIZE STANDARD

The Contracting Officer has determined that the requirements described herein are classified under the Standard Industrial Classification 54172, Research and Development in the Social Sciences and Humanities. A firm that has had average annual sales or receipts for its preceding three fiscal years not to exceed \$5.0 million per annum is classified as a Small Business Concern.

L.12 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (APR 1984)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the

contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

L.13 ACCEPTANCE OF PROPOSALS

The Government reserves the right to:

- a. Consider as acceptable only those proposals submitted in accordance with all technical requirements set forth or referenced in this solicitation and which demonstrate an understanding of the problems involved and the scope of the project.
- b. Reject, as unacceptable, proposals deleting or altering technical requirements which are considered by the Government not to be beyond the state of the art or impossible to attain.

L.14 CONTRACT CLAUSES

Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or procurement regulations in effect at the time of execution of the proposed contract and not at the time of submission of the solicitation.

L.15 CURRENT FINANCIAL STATEMENTS

The offeror must provide current financial statements for the two most recent company fiscal years, including a balance sheet and statement of profit and loss for each year. The offeror must also specify whether financial resources are available to perform the contract without outside assistance. If not, the offeror shall indicate anticipated source (e.g., bank loans, letters of credit, etc.).

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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 BEST OVERALL RESPONSE

Unless all offers are rejected, award will be made to the responsible offeror(s) whose offer, conforming to the solicitation, is determined to be the best overall response, price or cost and other factors considered.

M.4 GENERAL

This Section sets forth the criteria to be used for the evaluation of the proposals submitted in response to this solicitation. These criteria will be applied to each offer to determine the successful offerors.

Proposals will be evaluated in accordance with the technical and price criteria as set forth in this Section. Awards will be made to responsible offerors whose proposals are most advantageous to the government, corporate capabilities, past performance and relevant experience, price, and other factors considered. Offerors that have submitted technically acceptable proposals will be evaluated for price reasonableness and completeness in accordance with paragraph M.7.

Proposals that fail to meet the requirements of the solicitation or are unrealistic in terms of technical content or price will be deemed unacceptable, and may be grounds for a determination that a proposal is outside the competitive range and eligible for contract award. In addition, under no circumstances will partial offers be accepted.

M.5 DISCOUNT LIMITATION

Offerors may quote any trade and/or special discounts that they desire to offer to the Government. Trade and/or special discounts, other than prompt payment discounts, will be considered in the evaluation of offers.

M.6 EVALUATION FACTORS

The written Technical Proposals will be evaluated in terms of quality and relevance of information presented in response to this solicitation in accordance with Sections C and L. The categories and requirements of the General and Training and Strategic HRM Key Service Areas are outlined and defined in Sections L.7.6, L.7.7, and L.7.8.

The General Section bears substantially less weight in the evaluation than the key service area sections. The key service area sections are equal.

Within the General Section, Company Information, and Relationship of the Point of Contact to Corporate Structure, are weighted approximately equal. Project Administration and Oversight bears substantially greater weight in the evaluation than the other two categories.

Within the Training Key Service Area Section, Knowledge of Training and Development bears substantially less weight in the evaluation than all other categories. Methodologies for Developing Training Products and Solutions is weighted approximately equal to Key and Other Staff Resources. Past Performance bears substantially greater weight in the evaluation than the other categories.

Within the Strategic HRM Key Service Area Section, Knowledge of Strategic HRM, bears substantially less weight in the evaluation than all other categories. Methodologies for Developing HR Products and Solutions is weighted approximately equal to Key and Other Staff Resources. Past Performance bears substantially greater weight in the evaluation than the other categories.

M.7 PRICE PROPOSAL EVALUATION

The Government may use price analysis to evaluate the price estimate, not only to determine whether the price is reasonable, but also to determine the offeror's understanding of the work and the ability to perform the contract. The Price Proposal will be evaluated for the base

period and all option periods. The Price Proposal shall be evaluated to determine completeness (acceptability and validity of the price estimating methodology). To assist in determining reasonableness, evaluation of an offeror's proposal may include verification of the rates proposed.

NOTE: Technical considerations will be more substantially important than cost in determining successful offerors.

M.8 METHOD OF SCORING

Contract awards will be based on the results of the technical evaluation and the final price submissions obtained during the proposal revision process.

The Price Proposal will be evaluated on the basis of completeness and reasonableness. The Price Proposal will not be numerically scored.

M.9 COMPETITIVE RANGE

Following the evaluation of the Technical and Price Proposals, a competitive range determination will be made. Clarifications and discussions may occur in accordance with FAR 15.306, Exchanges with offerors after receipt of proposals.

M.10 AWARD

It is anticipated that OPM will make multiple contract awards resultant from this solicitation. Awards will be made to firms in the competitive range that are deemed best qualified and offer the best value to the government in accordance with the criteria specified in Section M of this solicitation.

OPM reserves the right to award contracts to other than the lowest priced offers if, in its judgment, the technical superiority outweighs the cost difference. OPM also reserves the right to award contracts to other than the highest ranked technical proposals if, in its judgment, the potential cost savings offset a minor difference in technical scores. If offers are determined to be technically equal, cost may be the determining factor for award.

OPM reserves the right to limit the number of awards for each key service area based on business conditions (i.e., projected revenue, work levels, etc.) associated with the TMA program. Minimum and maximum dollar limitations will be established for all contracts at the time of contract award.