PART 1

SECTION C - DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

GENERAL INFORMATION

1.1 Purpose
Through this task order, the Office of Disability Employment Policy (ODEP) of the U.S. Department of Labor (DOL) intends to award a contract for a Technical Assistance (TA) provider in support of the Retaining Employment After Injury/Illness Network (RETAIN) Demonstration Projects. The RETAIN Demonstration Projects are modeled after promising programs currently operating in Washington State, including the Centers of Occupational Health and Education (COHE),1 the Early Return to Work (ERTW),2 and the Stay at Work programs.3 While these programs operate within the state’s WC system and are available only to individuals experiencing work-related injuries or illnesses, the RETAIN Demonstration Projects provide opportunities to improve SAW/RTW outcomes for individuals with both occupational and non-occupational injuries and illnesses through strong partnerships between the health services and workforce development systems. Intervention strategies central to the projects include:

- RTW Coordinators coordinating health and employment service delivery (including the development and implementation of a plan to support the employee in returning to or staying at work);
- Training participating health care providers in occupational health best practices such as those provided in COHE4 and alternatives to opioids for pain management;
- Incentivizing participating health care providers to utilize the best practices;
- Early communication to all stakeholders to return the worker to the workplace as soon as possible;
- Work-place based interventions (including accommodations such as lighter and/or modified duties, and adjustments to work schedules, tasks, and the physical worksite, if necessary);
- Retraining/rehabilitation for workers who can no longer perform their prior job or other available suitable alternate work; and

1 http://www.lni.wa.gov/ClaimsLns/Providers/ProjResearchComm/OHS/default.asp
3 http://lni.wa.gov/Main/StayAtWork/
4 Health care providers affiliated with COHE receive training in four specific occupational health best practices: (1) Submitting a complete Report of Accident (ROA) in two business days or less; (2) Developing an activity plan, which communicates the worker's ability to participate in work activities, activity restrictions, and the provider's treatment plans; (3) Communicating directly with COHE staff and employers when injured workers are off or expected to be off work; and (4) Assessing the injured worker’s barriers to RTW and developing a plan to overcome them.
SOLICITATION - 1605DC-18-Q-00168
TITLE: RETAINING EMPLOYMENT AND TALENT AFTER INJURY/ILLNESS (RETAIN) ROGRAMMATIE TECHNICAL ASSISTANCE (TA)

- Tracking and monitoring the medical and employment progress of participating workers
DOL will award RETAIN grant funds to states to plan and conduct pilot demonstration projects
to test the impact of early coordination of health care and employment-related supports and
services on the continued labor force participation of ill or injured workers who otherwise may
be at risk of developing work disabilities. RETAIN’s long term goals include reducing long-term
disability and the potential need for federal disability programs for those individuals.

RETAIN is a joint initiative of ODEP and the Employment and Training Administration (ETA)
at DOL and the Social Security Administration (SSA). As described in the President’s Fiscal
Year 2018 and Fiscal Year 2019 budget proposals, DOL will award, administer, and manage the
grants, and SSA will contract for an independent evaluation of the projects. All RETAIN
awardees are required to participate in the SSA-sponsored evaluation and are likewise required
to utilize the services of the RETAIN TA Provider.

DOL will award RETAIN grant funds to states in two (2) phases through Cooperative
Agreements: Phase 1 – Planning and Pilot (18-month period of performance) and Phase 2 –
Implementation (3½ year period of performance). Up to eight (8) states will receive Phase 1
awards, and up to four (4) of the Phase 1 recipients will receive Phase 2 awards. The awardees
may require tailored assistance in a variety of activities to meet their specific needs. Therefore,
we anticipate successful performance of this TA contract will require a range of skills and
abilities, including:

- Ability to assess the needs of awardees and determine how best to provide support in
  their planning and subsequent implementation;

- Ability to identify and convene subject matter experts (SMEs) in support of awardee
  needs and requests in areas including but not limited to:

  o The public workforce development system and partnerships and effective service
    coordination with other programs, systems, and services such as health care
    (including occupational health and mental health), state-based temporary
    disability insurance (TDI), vocational rehabilitation, and workers’ compensation
    (WC);

  o Early intervention strategies to assist injured or ill workers in staying at or
    returning to work (Note: the injury or illness may or may not be work-related);

  o Best practices for employers in occupational health and SAW/RTW, including
    work-place based interventions such as accommodations including lighter and/or
    modified duties, and adjustments to work schedules, tasks, and the physical
    worksite, if necessary
The development of infrastructure needed for effective program implementation of the RETAIN Demonstration Projects;

Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), in particular populations likely to apply for these programs;

Evidence-based care coordination models; and

Effective public-private partnership models and practices, and effective management of strategic partnerships;

Occupational health best practices such as those provided in COHE\(^5\) and alternatives to opioids for pain management;

- Ability to identify data systems requirements and develop technical solutions to meet the requirements of the cooperative agreements and the needs of the SSA-sponsored independent evaluator;

- Communication and coordination skills to interact with federal project staff, awardees (state workforce development agencies and their partners at the state and local levels), the independent evaluation contractor, and others;

- Ability to plan and manage virtual and in-person meetings, including:
  - An annual in-person RETAIN awardee meeting beginning in Phase 2;
  - Monthly TA calls with each awardee;
  - Monthly project update calls with DOL; and
  - Other convenings of awardee sub-groups, such as Project Directors, Return-to-Work (RTW) Coordinators, or others;

- Experience conducting site visits to collect information necessary for development of various needs assessments; and

- Expert skill in assisting the awardees in developing an effective marketing strategy and plan and in communicating and disseminating information about RETAIN Demonstration Project activities and accomplishments to a broad range of program and policy audiences.

\(^5\) Health care providers affiliated with COHE receive training in four specific occupational health best practices: (1) Submitting a complete Report of Accident (ROA) in two business days or less; (2) Developing an activity plan, which communicates the worker’s ability to participate in work activities, activity restrictions, and the provider’s treatment plans; (3) Communicating directly with COHE staff and employers when injured workers are off or expected to be off work; and (4) Assessing the injured worker’s barriers to RTW and developing a plan to overcome them.
1.2 Background

1.2.1 The Need for Early Intervention

Each year, millions of American workers leave the workforce after experiencing an injury or illness. The Occupational Safety and Health Administration (OSHA) estimates that four million nonfatal work-related injuries and illnesses occur annually, and the National Safety Council estimates that there were over 14 million nonfatal, off-the-job injuries and illnesses in 2014 alone. Indeed, some experts estimate that non-occupational injuries and illnesses are roughly eight times as common as occupational ones. Hundreds of thousands of these workers go on to receive state or federal disability benefits. The impacts on individuals, employers, and all levels of government can be significant and long-lasting.

Individual Impact
Regardless of whether work is the cause, the inability to obtain or maintain employment as the result of injury or illness can have a life-changing impact on their health, family finances, and quality of life.

Individuals unable to RTW due to an injury or illness experience:

- greater physical ailments,
- poorer psychosocial adjustment (i.e., increased anxiety, depression, social isolation),
- increased poverty,
- a reduced quality of life and self-reported health, and
- increased health service utilization and substance abuse.

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In contrast, employees participating in SAW/RTW programs can:

- protect their jobs and income,
- avoid long-term unemployment,
- recover more quickly,
- stay physically conditioned and mentally alert, and
- maintain the daily structure and social connections provided by work.  

Business Impact

According to OSHA, businesses spend $170 billion a year on costs associated with occupational injuries and illnesses, and lost productivity related to these injuries and illnesses costs an estimated $60 billion per year. The National Safety Council estimates that in 2014, non-occupational injuries resulted in about 270 million days of lost production time.

Implementing effective SAW/RTW strategies can be particularly helpful to employers, as replacing an employee can be a significant business investment. On average it can cost up to one third of a new hire’s annual salary to replace an employee, and takes a new employee more than 13 months to become efficient at their job. SAW/RTW strategies and programs can help businesses reduce claim and medical costs, return valued experienced employees to work, retain more workers on the job, and improve productivity.

State and Federal Government Impact

In addition to the toll that an injury or illness can take on an individual, their family, and their employer, conditions severe enough to limit an individual from working negatively impact our economy. The National Safety Council estimates that injuries (both work-related and not) cost the United States economy $479 billion in 2014. Cancelliere et. al. report that annual productivity losses from missed workdays due to low back pain (LBP) are estimated at $28 billion in the United States alone and that LBP is the leading cause of disability worldwide.


affecting nearly 600 million people. Disability from chronic conditions including cardiovascular disease, cancer survivorship, and mental health disorders is also increasing.

The reduction in the tax base and decreased individual spending resulting from these labor force departures leads to lower overall economic activity. In 2011, states lost an estimated $6.5 billion in tax revenue due to unemployment or underemployment of people with disabilities. Longer-term work disability may also increase future reliance on disability programs, including state-level WC programs and the federal SSDI and SSI programs. In 2008, states spent $71 billion to support unemployed, working-age people with disabilities.

Many injured or ill workers could remain in their jobs or the workforce if they received timely, coordinated, effective supports. Studies have shown that the likelihood of a return to full employment drop significantly after six months of absence, and the odds of a worker ever returning to work drop 50 percent by just the 12th week after injury or illness onset.

Proper pain management is also an important consideration in supporting injured and ill workers in returning to and staying at work. Although medical guidelines generally recommend that opioids be used only for acute pain on a short term basis, these drugs are frequently overprescribed for ill and injured workers. Studies in WC settings indicate that chronic opioid use can have an adverse impact on activity levels and self-efficacy, may cause addiction, and can ultimately lead to increased disability. In addition to the adverse effect this can have on the individual, it also translates to increased costs and difficult claims handling for employers and insurers. The Hopkins Accident Research Fund found that the average total cost of workers

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23 Ibid
compensation claims involving just one opioid was more than three times higher than that of claims without opioids. According to a 2016 Princeton Pain Study, just 12 percent of those surveyed indicated a work-related injury as the primary source of pain for which they take pain medication. Research estimates that between 1999 and 2015, opioids accounted for 20 percent of the decline in labor force participation among prime-aged men and for 25 percent among prime-aged women. This underscores the need to address non-occupational injuries and illnesses, in addition to work-related injuries and illnesses. Given the potential negative impact that misuse of opioids can have on positive RTW outcomes and related costs, the availability of training for health care providers in alternative cognitive-behavioral therapy approaches to pain management could also be an important consideration for RETAIN projects.

1.2.2 RETAIN Demonstration Background

The purpose of the RETAIN initiative is to provide funding to implement and evaluate promising stay-at-work/return-to-work (SAW/RTW) early intervention strategies to support injured or ill workers in remaining at or returning to work by providing services, for up to six (6) months, that support labor force attachment. The outcome goals of the RETAIN Demonstration Projects are:

1. To increase employment retention and labor force participation of individuals who acquire and/or are at risk of developing work disabilities; and
2. To reduce long-term work disability among project participants, including the need for federal disability benefits (i.e., SSDI and SSI).

The purpose of this demonstration is to validate and bring to scale evidence-based strategies to accomplish these goals.

For additional information, please see the RETAIN Funding Opportunity Announcement, available at grants.gov and dol.gov/odep.

1.3 Objectives

Objectives of this requirement include the following:

- To support the complete development of all awardees’ detailed implementation plans in Phase 1 – Planning and Pilot
To assist awardees in assessing their data systems needs and implementing technical enhancements in order to meet the requirements of the cooperative agreements and the needs of the independent evaluator

To provide awardees access to SMEs relevant to their particular needs

To support research needs of awardees on a variety of topics such as labor market information analysis, the current evidence base on coordinated health care and SAW/RTW interventions, or federal disability programs

To provide guidance on partnership development, including effective public-private collaboration and coordination and crafting effective MOUs

To facilitate peer-to-peer communication among all RETAIN projects to share information and problem-solving ideas

To support the implementation needs of those awardees selected for Phase 2 funding

To conduct an assessment of the Phase 1 awardees’ ability to implement the project programmatically, which will be included and scored as part of the awardees’ applications for Phase 2 funding

To assist the Department and its partner agencies in coordinating meetings and communications with awardees and other stakeholders

To plan and implement an annual, in-person awardee meeting (in Phase 2)

To coordinate with the independent evaluator

1.4 Period of Performance
The total effort is projected to span five (5) years.

1.5 Quality Control
The Contractor shall develop and maintain an effective Quality Control (QC) Program to ensure services are performed in accordance with this performance work statement (PWS). The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor’s QC Program is the means to assure that the work complies with the requirement of the contract. The QC Program plan is to be delivered with the Contractors’ proposal. After acceptance of the QC Program plan, the Contractor shall receive the Contracting Officer’s acceptance in writing of any proposed change to his QC Program plan.
1.6 Quality Assurance
The Government shall evaluate the Contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of quality reviews, and the minimum acceptable deficiency/defect rate(s).

1.7 Recognized Holidays
The Contractor is not required to perform services on the following holidays:

- New Year’s Day
- Martin Luther King Jr.’s Birthday
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

1.8 Hours of Operation
The Contractor is responsible for conducting business, between the hours of 8:00 am to 5:00 pm Eastern Time, Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.9 Place of Performance
The work to be performed under this contract will be performed at the Contractor’s place of business, a RETAIN awardee’s or their partners’ place of business, or at:

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue NW
Washington, DC, 20210

1.10 Type of Contract
The Government anticipates award of a FIRM FIXED PRICE contract.

1.10.1 Contractor employees shall be paid at the labor rate(s) designated within the contract’s budget and comport with the rates as established in their blanket purchase agreement contract. In
no event shall an individual be assigned or billed at a labor rate higher than that for which he/she has been contractually approved. The labor rates herein shall not be adjusted without the written approval of the Contracting Officer.

1.10.2 The estimated level of effort over the course of the full period of performance (five years) is approximately 60 professional person-years. A professional person-year is estimated at $100,000/year. Please note that DOL reserves the right to amend the scope at a later date to include additional related input or scope parameters should the need arise due to a change in business or technical requirements. The Government also reserves the right to execute sole source follow-on task orders to this order.

1.11 Privacy
Portions of information disclosed during the performance of this task are protected by the provisions of the Privacy Act of 1974; therefore, all personnel assigned to this contract are required to take proper precautions to protect the information from disclosure.

1.12 Ownership
All products and deliverables developed under this PWS are the property of DOL.

1.13 Commitment to Protect Sensitive Information
The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information: 18 U.S.C. §641 (Criminal Code: Public Money, Property or Records).

1.14 Contracting Officer’s Representative (COR)
The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost, or price, or estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract.
1.15 Key Personnel

The Contractor shall designate persons as key personnel and essential for the successful completion of all work assigned under this contract.

1.15.1 Required Personnel

The Contractor must provide the necessary personnel to accomplish each task listed in the performance work statement. Required qualifications for five (5) key personnel positions are identified below. Other staff, their roles, experience, and time commitments should be identified as well.

**Project Director** – A minimum of fifteen (15) years’ experience serving as a project director or in an equivalent position in project management is required. In addition, the Project Director shall have a minimum of ten (10) years of experience in providing coordination and technical assistance in at least two (2) of the SME areas listed below. A minimum of a master’s degree is required.

**TA Coordinator** – The TA Coordinator shall have a minimum of ten (10) years of experience in conducting and/or coordinating the provision of TA in the SME areas listed below. The TA Coordinator should have knowledge or experience with principles of adult education in order to guide development of TA materials and delivery to RETAIN project staff in the most effective manner possible. The individual shall be responsible for leading the ongoing identification of awardees’ TA needs and designing appropriate TA materials and delivery formats to meet those needs, including utilization of the SME pool developed in Subtask 2.1. The TA Coordinator shall also be responsible for measuring the effectiveness of TA (see Subtask 2.4) and adjusting the TA Plan (see Task 2) accordingly. A minimum of a master’s degree is required.

**TA Subject Matter Expert Lead** – The TA SME Lead shall have a minimum of ten (10) years of experience in conducting and/or coordinating the provision of TA in the SME areas listed below. The individual shall support the TA Coordinator in identifying the ongoing TA needs of awardees and shall coordinate the efforts of the SME pool (see Subtask 2.1) to design appropriate TA materials and delivery formats to meet those needs. The TA SME Lead shall also facilitate the timely delivery of effective TA, working closely with the TA Coordinator to ensure proper utilization of the SME pool. A minimum of a master’s degree is required.

**Communications and Outreach Specialist** – The Communications and Outreach Specialist shall have a minimum of five (5) years of experience in communications and marketing, as well as five (5) years of experience conducting and/or coordinating targeted, strategic communications. This individual will direct creative and production staff and subcontractors (e.g., graphic artists, photographers, video producers, media specialists, etc.) in the day-to-day activities required to successfully complete the tasks. In addition, this individual will assist the
awardees in developing and implementing a strategy and plan to effectively market their projects. This role may also be responsible for the development of communications content that may include but is not limited to writing speeches, blogs, news releases, scripts, captions, fact sheets and articles. A minimum of a master’s degree is required.

**Data Architect** – This role will have primary responsibility for successfully implementing Subtask 2.3, Data Systems Development/Enhancement Technical Assistance. The Data Architect(s) shall have a minimum of seven (7) years of experience in data systems development or IT development, including:

- Communicating with system stakeholders to determine functional requirements, including analyzing business processes, recommending technical solutions, and experience in responding to evolving needs and anticipating future needs in development;

- Designing, testing, and implementing functional solutions;

- Knowledge of applicable privacy laws, and the appropriate IT security standards for migrating, storing, analyzing, and providing access to health, labor and personal characteristic data sources with PII;

- Applied experience in data architecture including assessing the strengths and weaknesses of common approaches, as well as designing, developing, maintaining, and utilizing integrated data systems. Applied experience should include linking data across multiple organizational structures, formats, and data quality conditions, with explicit and/or probabilistic linkage;

- Knowledge of user access controls to ensure that information security postures can be maintained. Knowledge of appropriate disclosure avoidance measures for designing any reporting tools that would be used to document the activities or performance of study participants or staff managing the coordination, or to summarize;

- Analyzing code and system functions including database, network, and other aspects to troubleshoot problems, optimize performance, and enhance security;

- Analyzing application requirements and designing efficient data structures;

- Demonstrable in-depth knowledge of is data identification, data migration and data integration, and Section 508;

- Experience with visualization work in a user interface; and

- Working with developers in support of a full system development lifecycle.
Successful completion of this project will require the services of individuals who will provide, independently or in combination, the expertise and specialties listed below. Please note that this excludes persons providing routine administrative services and that one person may embody multiple skills.

- Subject matter expertise in areas including but not limited to:
  - Health care systems, including occupational health and mental health;
  - Evidence-based care coordination models;
  - The public workforce development system including partnerships and effective service coordination with other programs, systems, and services such as:
    - Health care (including occupational health and mental health),
    - State-based temporary disability insurance (TDI),
    - Health and disability insurance,
    - Vocational rehabilitation (VR), and
    - Workers’ compensation (WC);
  - Best practices for employers in occupational health and SAW/RTW, including workplace based interventions such as accommodations including lighter and/or modified duties, and adjustments to work schedules, tasks, and the physical worksite, if necessary);
  - Early intervention strategies to assist injured or ill workers in staying at or returning to work;
  - The development of infrastructure needed for effective program implementation of the RETAIN Demonstration Projects;
  - Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), in particular populations likely to apply for these programs; and
  - Evidence-based care coordination models;

- Expertise providing technical assistance to demonstration projects of this size;

- Experience in developing and implementing marketing strategies and in communicating and disseminating programmatic developments and achievements to program and policy audiences.
Technical expertise necessary to be able to effectively review the need for data system development in the proposed projects, and to either assist the awardees in developing a new system or in adapting an existing system(s) to be able to share information, link data, and otherwise meet the programmatic, evaluation and reporting requirements of the cooperative agreement and support overall success and efficient implementation of the projects.

1.15.2 Contractor staff listed in the above Labor Categories will be considered “Key Personnel” and Key Personnel may not be removed or replaced without the written consent of DOL. The Contractor shall ensure that all employees assigned to Key Personnel positions are retained in those positions for at least 180 days following DOL’s approval of their resumes unless the person leaves the Contractor’s employment or is incapacitated. Any replacement candidate must have the same or better qualifications as the person released. Resumes of replacement Key Personnel must be provided and the Government must approve the replacement before that person starts work. The Contractor shall provide advance notification of at least 14 calendar days to the COR prior to directing any key personnel to other projects. The notification shall include justification for doing so and identify proposed replacement personnel, to allow the COR to determine the change’s effect on the contract requirements. No change shall be made by the Contractor without the written consent of the COR, ratified by the Contracting Officer.

1.15.3 The Contractor shall provide staff that are fully qualified in their respective labor categories to provide all service requirements specified in this PWS. All contractor staff assigned to perform in accordance with this contract are subject to Government review and approval. The Contractor is required to remove any employee whose conduct or performance is such that retention would not be in the best interests of the Government. In addition to Key Personnel, the Contractor may propose the following labor categories:

- IT Specialist
- Meeting Planner and Logistics Coordinator
- Research Assistant
- Clerical/Administrative Assistant
- Administrative – Editor

1.15.4 Contractor employees shall present a professional appearance at all times and their conduct shall not reflect discredit upon the United States and or DOL.
1.15.5 Conflict of Interest. The Contractor shall not employ any person who is an employee of the United States Government if that employment would appear to cause a conflict of interest.

1.16 Contractor Travel

The Contractor shall be required to travel during the performance of this task order to attend the kickoff meeting and brief ODEP and other stakeholders and may travel to conduct two (2) site visits to each awardee during Phase 1 – Planning. We anticipate one of these site visits will focus on data systems (Subtask 2.3). Additional site visits may be proposed in Phase 2. Site visits should be coordinated with the independent evaluation contractor to accommodate awardee availability. The Contractor may pay for SMEs’ travel to participate in the in-person awardee meetings, subject to the approval of DOL. The Contractor shall be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR), in accordance with FAR 31.205-46 (Travel Costs) and the limitation of funds specified in this task order. All travel requires Government prior approval/authorization by the COR.

PART 2 – DEFINITIONS & ACRONYMS

CO – Contracting Officer
COR – Contracting Officer’s Representative: A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the Contractor
Defective Service – A service output that does not meet the standard of performance associated with it in the performance work statement
DOL – U.S. Department of Labor
ETA – Employment and Training Administration
FAR – Federal Acquisition Regulation
FPM – Federal Program Manager
ODEP – Office of Disability Employment Policy
POP – Period of Performance
PWS – Performance Work Statement
Quality Control – Those actions taken by a contractor to control the performance of services so that they meet the requirements of the performance work statement
Quality Assurance – Those actions taken by the Government to assure services meet the requirements of the performance work statement
PART 3 – GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

The resources available to the Contractor include:

Government Provided Information:

1. Relevant documents on other relevant evaluations funded by DOL and SSA;
2. Information from federal experts in employment and training, education, vocational rehabilitation, federal disability programs, and other policy and program areas;
3. Guidance pertaining to the workforce development system;
4. Information and TA regarding reasonable accommodations; and
5. SME recommendations.

3.1 Privacy of Data and Information

a) The Contractor and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a
nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contacting Officer, unless the Government has made the data and information available to the public; and (2) use for any purpose other than the performance of this contract any data which bears a restrictive marking or legend.

b) In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor must obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

c) The Contractor agrees to conduct formal training to make employees aware of the requirement to maintain the privacy of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor must obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, private or confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract.

d) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

e) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that: (1) the Contractor considers the application of the prohibition of this provisions to be inappropriate and unnecessary in the case of a particular subcontract; (2) the
subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the Contractor's agreement with that company. If such data or information cannot reasonably be returned to the Contracting Officer (or to a company), the Contractor must certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations of the data or information have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

g) The restrictions stated herein do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

3.2 Release of Information

Work performed under this contract may involve access to information, including specifications, price estimates and other sensitive data. Consequently, the Contractor (including individual employees thereof) must not release or communicate, except as required by law or regulations, such information, including any news release, public announcement, or advertising material concerned with this contract, unless authorized by the Contracting Officer.

PART 4 – CONTRACTOR FURNISHED PERSONNEL, ITEMS, AND SERVICES

Except for those items or services specifically stated in Section 2 as government furnished, the Contractor must furnish all supplies, equipment and personnel needed to perform this contract according to all its terms.

4.1 Key Personnel

Although other personnel may also be assigned to perform the tasks, the personnel listed in section 1.15 are considered essential to the work being performed herein and are therefore identified as Key Personnel. Prior to diverting, removing, or replacing any of the specified individuals to other programs, the Contractor shall notify the CO and the COR in writing, no less than 14 business days in advance (or as soon as the Contractor is informed that an employee is
leaving if given less than 14 business days’ notice) and shall submit justification (including the names and qualifications of the proposed substitute(s)) in sufficient detail to permit evaluation of the impact on the services rendered under this contract. The proposed substitute(s) shall possess qualifications equal to or superior to those of the key personnel being replaced. No substitutions shall be made by the Contractor without the written consent of the CO.

4.1.1 Supervision. The Contractor will provide supervision for all Contractor personnel. Contractor personnel shall not be supervised by Government employees. The Contractor shall be responsible for ensuring employees assigned under this contract comply with all applicable PWS requirements.

4.1.2 Non-Government Employment. The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. Nor shall the Contractor employ any person who is an active employee of DOL.

4.1.3 Reassignment, Removal, or Resignation of Employees. Changes in personnel performing under this contract shall be coordinated with the COR. All reassignments, replacement, and substitute employees must meet all applicable DOL security and/or other requirements before performing any work under this contract.

4.1.4 Employee Conduct. All Contractor employees shall present a professional appearance at all times, must comply with the rules and regulations of individual work sites where work is performed, and their conduct shall not reflect discredit upon the United States and or the Department of Labor.

4.1.5 Removing Employees for Misconduct, Security Reasons, or Performance. The Contractor is required to remove any employee whose conduct or performance is such that retention would not be in the best interests of the Government. The Government may, at its sole discretion, direct the Contractor to remove any Contractor employee from U.S. Department of Labor facilities for misconduct, security reasons, or performance. Removal does not relieve the Contractor of the responsibility to continue providing the services required under any Contract awarded. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

4.2 Accessibility Testing Tools
The Contractor will be responsible for acquiring the necessary tools to perform accessibility and usability testing in multiple computing environments with a comprehensive selection of assistive technologies.
PART 5 – SPECIFIC TASKS

Working with the COR and other staff, the Contractor shall be responsible for the following tasks:

- **Task 1: Project Management**
  - Subtask 1.1: Orientation Meeting
  - Subtask 1.2: Work Plan
  - Subtask 1.3: Regular Project Updates
  - Subtask 1.4: Monthly Progress and Expenditure Reports

- **Task 2: Programmatic Technical Assistance**
  - Subtask 2.1: Establish and Manage a Pool of Relevant Subject Matter Experts
  - Subtask 2.2: Document Programmatic Readiness
  - Subtask 2.3: Data Systems Development/Enhancement Technical Assistance
  - Subtask 2.4: Measure and Document the Effectiveness of RETAIN Technical Assistance

- **Task 3: General Coordination and Facilitation**
  - Subtask 3.1: Coordination with the Independent Evaluator
  - Subtask 3.2: Facilitate Peer-to-Peer Communication
  - Subtask 3.3: RETAIN Awardee Newsletter
  - Subtask 3.4: Plan and Implement Annual RETAIN Awardee Meeting during Phase 2 of the RETAIN demonstrations

- **Task 4: Strategic External Communications, Outreach, and Dissemination**

**Task 1: Project Management**

Effective communication between the Contractor and the Federal Government, coordinated through the COR, and successful management of the project as a whole are essential to the success of this project.
Subtask 1.1 Orientation Meeting

Within fourteen (14) calendar days of the contract award, the Contractor shall schedule and carry out an orientation meeting with the COR and other federal staff to discuss a range of topics, including, but not necessarily limited to, clarification of DOL’s interests and objectives for the project, conducting work on an efficient schedule and budget, coordination with DOL agencies and staff and with the independent evaluator, methodologies to be employed, clarification of any specific contractual language or items, timelines for early project deliverables, and the challenges anticipated and potential solutions. The Contractor shall send an agenda and any relevant materials to the COR no less than three (3) business days prior to the discussion. Within five (5) business days of the discussion date, the Contractor shall submit to the COR a memorandum summarizing major decisions reached and follow-up issues identified during this discussion.

Subtask 1.2 Revised Work Plan

Based on feedback from the kickoff meeting, the summary memo, and consultation with COR, the Contractor shall refine and clarify the work plan, including tasks, schedules and deliverables.

The revised work plan shall be submitted no later than thirty (30) calendar days after contract award and shall reflect more detailed information and understanding of the activities required to meet the goals and objectives of the project and may be updated annually, as necessary.

Acceptance of the Contractor’s proposal shall not be considered assent to the Contractor’s proposed work plan. Expenses incurred absent the prior approval of the COR are subject to denial consistent with existing federal rules and regulations.

Subtask 1.3 Regular Project Updates

The Contractor shall communicate with the COR and other federal staff in regular conference calls and periodic meetings. The Contractor shall propose a schedule for bi-weekly telephone communications to update federal staff on progress and issues. Key contractor staff, subcontractor staff, and/or consultants shall participate as needed to address progress and issues for discussion. The schedule and frequency for telephone discussions may be altered as agreed upon by the COR. The Contractor shall submit a proposed agenda for each call at least two (2) business days in advance of the scheduled date to the COR for comment. If there are materials that federal staff will need to review prior to the call date, such materials shall be submitted at that time. The Contractor shall submit a summary of telephone discussions to the COR for review and approval no later than three (3) business days after each regular telephone conference call.
Subtask 1.4 Monthly Progress and Expenditure Reports

The Contractor shall prepare monthly progress and expenditure reports, due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize:

- the major activities and accomplishments during the reporting period;
- progress on each task for the report month;
- documentation of all TA provided to individual awardees or groups, including number of hours provided to each awardee and topics covered;
- the expenditure data by task and subtask, monthly and cumulative expenditures, and balance remaining;
- expenditures for all travel including the locations, duration, and personnel for each trip;
- the actual personnel assignments for the month just completed, showing, for each staff member (including staff from subcontractors), the hours charged by task and subtask;
- the extent to which the project is on schedule;
- significant deviations from the substantive and time factors in the contract;
- the activities planned for the next month; and
- decisions that may be needed from DOL.

If no problems or deviations exist, the reports shall state same. If there are problems or deviations, the Contractor shall describe the plan for addressing them. If necessary, an updated work plan for the remainder of the contract period should be included. Monthly progress/expenditure reports shall be submitted to the COR no later than the 15th day of each month or before submission by the Contractor of invoices related to that period of performance, whichever is earlier.

Task 2: Programmatic Technical Assistance

Due to the complex nature of the RETAIN projects, DOL anticipates that high-quality TA will be a key contributor to the awardees’ success. TA may be provided in a variety of formats, including virtually, by phone, and in person, based on the needs of each awardee. Programmatic TA can include any aspect of RETAIN, such as research support (e.g., of recruitment/enrollment methods, SAW/RTW strategies and promising practices among businesses of varying size and industry, etc.); implementation related support such as providing guidance on partnership
development, information management/IT systems integration, effective public-private collaboration and coordination; and crafting effective MOUs, or providing resources (e.g., written materials, SMEs, etc.) to facilitate effective marketing and strong Continuous Quality Improvement.

In order to provide the most targeted and appropriate programmatic TA possible, the Contractor shall first assess the status of each RETAIN Phase 1 awardee and submit to DOL a report on findings of TA needs, as well as a plan to provide awardee-specific TA and TA on areas of broad need or interest across awardees. The TA Needs Assessment reports shall address, at minimum:

- Partnerships (needs, strength, quality, etc.)
- Staffing (needs, plans, etc.)
- IT and/or data systems
- TA topics requested by the RETAIN project and those recommended by the Contractor

The final format and content of the TA Needs Assessment reports will be finalized shortly after contract award. Bidders are encouraged to propose additional areas for inclusion.

The report and plan shall be submitted to DOL within 45 days of either the date of contract award or the date of RETAIN Phase 1 awards, whichever comes later. The TA plan shall at minimum propose:

- A minimum of four (4) programmatic or process-oriented TA needs to be provided to all awardees on an annual basis;
- Awardee-specific TA needs;
- A schedule for group and awardee-specific TA delivery;
- SMEs with expertise in the proposed content areas to participate in the provision of such TA; and
- Methods for delivery of proposed TA, such as conference calls, webinars, site visits, or the annual RETAIN awardee meeting.

The Contractor shall provide a minimum of 250 hours and a maximum of 750 hours of TA to each RETAIN awardee during Phase 1. In Phase 2, the Contractor shall annually provide a minimum of 150 hours and a maximum of 500 hours of TA to each awardee. As described above, all instances of TA provided to RETAIN awardees shall be documented in a detailed manner and included in the Contractor’s monthly report.
Upon receiving approval of the TA plan from DOL, the Contractor shall develop and submit materials for use in delivering TA to DOL for approval.

The Contractor shall revisit its report on TA needs and submit an updated report on additional or remaining TA needs in the 13th month of the RETAIN cooperative agreement period of performance and quarterly thereafter until the conclusion of the project.

Subtask 2.1 Establish and Manage a Pool of Relevant Subject Matter Experts

DOL recognizes the importance of soliciting external expertise in planning and implementing complex demonstration projects.

With approval from the COR, the Contractor shall identify, establish, and manage the effective utilization of a pool of “on-demand” SMEs to support the technical and programmatic needs of RETAIN awardees during both Phase 1 – Planning and Phase 2 – Implementation. Expertise in the following areas, at minimum, shall be required:

- Health care systems, including occupational health and mental health;
- Evidence-based care coordination models;
- The public workforce development system and partnerships and effective service coordination with other programs, systems, and services such as health care (including occupational health and mental health), state-based temporary disability insurance (TDI), health and disability insurance, vocational rehabilitation, and workers’ compensation (WC);
- Best practices for employers in occupational health and SAW/RTW, including workplace based interventions such as accommodations including lighter and/or modified duties, and adjustments to work schedules, tasks, and the physical worksite, if necessary);
- Early intervention strategies to assist injured or ill workers in staying at or returning to work;
- Occupational health best practices such as those provided in COHE and alternatives to opioids for pain management;

28 Health care providers affiliated with COHE receive training in four specific occupational health best practices: (1) Submitting a complete Report of Accident (ROA) in two business days or less; (2) Developing an activity plan, which communicates the worker's ability to participate in work activities, activity restrictions, and the provider's treatment plans; (3) Communicating directly with COHE staff and employers when injured workers are off or expected to be off work; and (4) Assessing the injured worker’s barriers to RTW and developing a plan to overcome them.
• Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), in particular populations likely to apply for these programs based on publicly available historic data and recent trends.

Knowledge of health care systems and care coordination, particularly across systems (e.g., health care and workforce development systems), is especially important to the RETAIN demonstration projects and should be clearly documented in proposals.

As a whole, the SMEs are expected to represent balanced, expert perspectives across a wide variety of topic areas relevant to the RETAIN projects. Bidders may propose additional areas of expertise with a brief discussion of how each area will benefit RETAIN awardees in Phase 1 and/or Phase 2.

**Note:** All TA related to the evaluation will be provided by the independent evaluator. Therefore, guidance and assistance pertaining to evaluation shall not be provided through the RETAIN TA provider.

The level of effort required of individual SMEs will vary based on the needs of the awardees. Although there will be variation, in general bidders should plan for individual SMEs to equate to no more than 0.5 FTE. Bidders shall include a minimum of 20 recommended SMEs in their proposal, with their area(s) of expertise clearly identified. All SMEs must be approved by the COR. Within 30 calendar days of contract award, the Contractor shall finalize the participation of a minimum of 10 SMEs with a broad spectrum of technical expertise necessary to assist RETAIN awardees.

Within 45 calendar days of contract award, the Contractor shall submit to the COR a draft plan for effectively utilizing the SMEs. This plan should include, at a minimum, indicate the tasks or activities for which input from consultants as a group or individually would be beneficial, a list of proposed individuals, including their relevant experience and expertise and the justification for each recommendation, and a timeline. The plan shall also describe how feedback from SMEs will be documented and transmitted to the COR on given topics, such as through memos, and including a process for SME review of such documentation to ensure feedback is captured accurately. At a minimum, the SME Utilization Plan shall describe the Contractor’s plans for SME contributions in the following areas:

• Identification of TA needs
• Development of TA materials
• Delivery of TA to individual awardees and groups of awardees
• Review of other contract deliverables (e.g., the TA Plan, Annual TA Needs Assessments, Programmatic Readiness Assessments, etc.)
SOLICITATION - 1605DC-18-Q-00168
TITLE: RETAINING EMPLOYMENT AND TALENT AFTER INJURY/ILLNESS (RETAIN) ROGRAMMATIC TECHNICAL ASSISTANCE (TA)

- RETAIN Annual Meetings (in Phase 2)
Bidders are encouraged to think broadly about how to best utilize SMEs and to propose additional areas for SME contribution. The final SME Utilization Plan shall be submitted to DOL within two (2) weeks of receiving comments on the draft from the COR.

Subtask 2.2 Document Programmatic Readiness

By month sixteen (16) of the RETAIN cooperative agreement period of performance, the Contractor shall draft and submit to DOL a report of the outstanding and ongoing TA needs of each Phase 1 awardee, along with its assessment of each awardee’s preparedness to begin full implementation if selected for Phase 2.

The Programmatic Readiness Assessments, which will be considered as part of the awardees’ applications for Phase 2 funding, shall discuss the extent to which each project is prepared to scale up programmatic implementation immediately upon receipt of Phase 2 funding (if selected). In addition, the reports shall include a discussion of specific TA that would better position each project to successfully implement the program services at full scale. The final, required content and format of these reports will be decided shortly after contract award. Bidders are encouraged to propose content areas for inclusion.

The Programmatic Readiness Assessment content shall not be duplicative of information contained in the independent evaluator’s Evaluability Assessment, which will assess the extent to which each project’s implementation design can be rigorously evaluated. Specific topics to be covered by the Evaluability Assessments include whether there are any significant data issues, whether participant recruitment is likely to be sufficient for the evaluation, whether there is sufficient contrast between treatment and comparison groups to detect differences in outcomes, and barriers to implementing the model that might impact the evaluation. Bidders are encouraged to review the evaluation contract solicitation available at https://www.fbo.gov/spg/SSA/DCFIAM/OAG/28321318R000000024/listing.html for more information.

Subtask 2.3: Data Systems Development/Enhancement Technical Assistance

DOL anticipates that awardees will need potentially extensive assistance in developing, adapting, and/or enhancing existing data collection, monitoring, and reporting systems to meet the requirements of the cooperative agreement and the needs of the independent evaluation. Specifically, DOL expects a need to facilitate connections between and among multiple systems, such as those used by local workforce development entities (e.g., American Job Centers, One-Stop Career Centers, etc.) and by participating health care providers. RTW Coordinators will require access to data from these entities for effective case management and monitoring, and each awardee’s evaluation liaison will require access as well as the ability to pull extracts to
submit data to DOL as part of each awardee’s quarterly progress reporting requirement and to the independent evaluator to meet the needs of the evaluation.

Deployments of such data systems may require a number of design and implementation issues to be addressed, including where data can/will be stored, how data can/will be moved, matching and linking methodologies to ensure data accuracy, and how to deliver data to various end users to maximize utility. Successful completion of Subtask 2.3 will require knowledge and experience in data architecture, data matching and linking, data retrieval/delivery, data security, and data governance processes.29

In close coordination with the independent evaluator (see Subtask 3.1), the RETAIN Programmatic TA Contractor shall meet with each awardee to assess their data systems requirements and submit a Needs Assessment Report for each awardee to DOL within four (4) months of contract award. The Contractor shall work with each awardee to implement necessary developments, adaptations, and/or enhancements to existing systems in order to meet the requirements of the cooperative agreement and facilitate successful program implementation and monitoring by awardees. This may include writing code and providing it to awardees if they do not have the technical capacity to complete this independently by the time Phase 1 concludes. All TA provided under this subtask shall be summarized in each monthly progress report. By the conclusion of Phase 1 (18 months after grant awards), the Contractor shall produce documentation of relevant coding, a data dictionary, and user manual for each awardee and shall submit an electronic copy to the COR. During Phase 2, the Contractor shall provide technical guidance about data systems as the need arises.

**Subtask 2.4: Measure and Document the Effectiveness of RETAIN Technical Assistance**

The Contractor shall develop and implement methods to regularly measure the effectiveness of TA (reaction, knowledge gain, application of knowledge, and impact of and results achieved by TA, as applicable). The Contractor shall report on the effectiveness of TA during monthly and/or quarterly meetings, as specified by the program office.

On an annual basis, the Contractor shall provide an interim and final report that provides an analysis of the effectiveness of TA (reaction, knowledge gain, the application of knowledge, impact of and results achieved by its general TA, coaching, and customized technical assistance provided to RETAIN awardees, as applicable) using the Kirkpatrick or similar method of training and TA evaluation. This should be a comprehensive assessment that evaluates the effectiveness of the TA provided in solving awardees’ specific challenges; maximizing positive outcomes for RETAIN participants and partners; enhancing organizational, administrative and/or

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management capacity; and improving programs and systems that strengthen the local workforce; as well as makes recommendations on the best vehicles and strategies for providing effective TA. The interim TA Effectiveness Report shall be submitted to the COR in month six (6) of each year, and the final TA Effectiveness Report shall be submitted in month twelve (12) of each year.

**Task 3: General Coordination and Facilitation**

Within three (3) weeks of contract or cooperative agreement award, whichever is later, the Contractor shall submit a plan and timeline for coordination and facilitation between and among RETAIN awardees and between RETAIN awardees and DOL, and, as necessary, SSA and the SSA-funded independent evaluator. At a minimum, the plan shall include the subtasks listed below. Once approved by the COR, the coordination and facilitation activities shall be carried out in accordance with the agreed upon timeline.

**Subtask 3.1: Coordination with the Independent Evaluator**

The RETAIN Programmatic TA Contractor shall coordinate its efforts with the independent evaluation contractor to reduce duplication of efforts and minimize burden on RETAIN awardees (e.g., coordinating scheduling efforts for calls and site visits, allowing the evaluation contractor to include information in the RETAIN awardee newsletter if requested, etc.).

**Note:** To avoid conflicts of interest, the following groups are ineligible for award of this DOL contract:

1. Awardees and sub-awardees of the RETAIN demonstration
2. The Independent Evaluation Contractor or any of its sub-contractors

**Subtask 3.2: Facilitate Peer-to-Peer Communication**

The Contractor shall plan and facilitate peer-to-peer communication between and among RETAIN awardees, as well as communication between awardees and DOL. This task includes scheduling, drafting agendas, and convening telephonic, virtual (web-based), and in-person meetings. Such meetings shall include but are not limited to:

- Monthly calls with each awardee and DOL and
- Regularly scheduled facilitated convenings of awardee sub-groups to share experiences and best practices. Sub-groups could include Project Directors, RTW Coordinators, or others.

The Contractor shall submit a draft agenda to DOL for approval no less than two (2) business days prior to each scheduled meeting and shall submit a meeting summary within three (3)
business days of each meeting. With respect to the awardee sub-group convenings, the Contractor shall submit a facilitation guide along with the draft agenda.

If requested by the independent evaluator and with approval from DOL, the Contractor may also assist with coordinating or communication between RETAIN awardees and the independent evaluator. However, we expect the independent evaluator will coordinate directly with awardees regarding evaluation-related matters.

**Subtask 3.3: RETAIN Awardee Newsletter**

During Phase 1 of the grant awards, the Contractor shall produce a bimonthly electronic RETAIN newsletter to provide resources to awardees. Resources could include recent research on topics relevant to RETAIN, “Spotlight on…” specific projects, recaps of group TA sessions, sharing tips and best practices among RETAIN awardees, and success stories (see Task 4), among others. Bidders are encouraged to propose additional resources for inclusion.

During Phase 2, the Contractor may produce an electronic newsletter for a broader audience if appropriate and approved by the COR.

Drafts of each newsletter shall be submitted to DOL for review two (2) weeks prior to publication, according to the schedule identified in the coordination and facilitation plan. DOL will make every effort to provide comments within one (1) week of draft receipt to allow for any necessary edits to be made prior to an on time publication.

**Subtask 3.4: Plan and Implement Annual RETAIN Awardee Meeting**

Annual, in-person RETAIN awardee meetings will occur during Phase 2. The purpose of the annual meeting is to bring together RETAIN awardees to share information about their projects, including challenges and successes, to provide programmatic TA, and to provide an opportunity to learn from each other’s experiences. With approval from DOL, the annual meeting may also be used by the independent evaluator to provide evaluation-related TA. The Contractor shall plan and implement the logistics and agenda for these meetings, shall ensure detailed notes are taken during each session, and shall implement a process to solicit feedback from participants.

Each annual meeting shall be two (2) days, and the first such meeting will take place in Washington D.C. in month three (3) of the awardees’ Phase 2 period of performance. The Department’s Francis Perkins Building may be considered as a possible venue for the first annual awardee meeting. Subsequent meetings may take place in RETAIN awardee states. The agenda, speakers, and all logistical details, including but not limited to meeting venue and hotel room block, must be approved in advance by DOL prior to finalizing any sub-contracts or communicating details to RETAIN awardees.
Potential expenses to be covered by the RETAIN TA Provider include but are not limited to a meeting venue, printing materials and directional signage, reasonable accommodations including accessible meeting materials, and travel expenses for approved SMEs. Awardees will be responsible for the travel expenses of all participants from their state, and thus the RETAIN TA Provider does not need to cover these expenses.

The Contractor shall submit its draft annual meeting plan for the first such meeting, including budget, logistical details, proposed agenda, and recommended speakers, within seventeen (17) months of contract or RETAIN cooperative award, whichever comes later. The agenda should be developed in close coordination with DOL and finalized no less than fifteen (15) calendar days prior to the annual meeting. Within thirty (30) calendar days of each meeting, the Contractor shall submit a draft report summarizing the proceedings. The Proceedings Report shall be finalized within two (2) weeks of receiving DOL comments. In addition, the Contractor shall submit an after action report within thirty (30) calendar days of each meeting documenting feedback received from participants, SMEs, and federal attendees, lessons learned, and recommendations for the next annual meeting.

**Task 4: Strategic External Communications, Outreach, and Dissemination**

The Contractor shall support communication among RETAIN awardees, federal project staff, and the independent evaluator as detailed above in Task 3. The contractor will also document, communicate, and present information learned through the RETAIN Demonstration Project to DOL and the broader field. This may include briefings, conference presentations, reports on special topics, and issue briefs. Bidders are encouraged to propose other vehicles or venues in which to present on the RETAIN Demonstration Project. The Contractor shall propose a comprehensive plan for successfully communicating the project’s findings in a clear and concise manner.

The Contractor will also assist the awardees in developing and implementing an effective marketing strategy. This will include the development of integrated materials designed to provide name recognition and awareness of the awardees’ RETAIN products and services, and to target and appeal to the project’s target population and other interested stakeholders. Within 60 days of the contract award, the Contractor shall propose and submit a comprehensive plan which details how the contractor will complete the marketing strategy requirements with the awardees by no later than seven (7) months from the time that Phase 1 funds are awarded.

The Contractor shall plan for and assist with external outreach to key stakeholders, including the development of:

- A minimum of two (2) success stories about each RETAIN project per quarter. Success stories should serve to personalize the projects and written in such a way that they could be incorporated into other materials, as appropriate. Examples could include stories of
RETAIN participants returning to work and innovative partnerships or processes yielding positive results (e.g., increased efficiency, improved customer satisfaction, etc.). Bidders are encouraged to propose additional success story topics for consideration. Success stories should be engaging and concise, no longer than one page each.

- Tailored materials and talking points for a minimum of ten (10) presentations about the RETAIN Demonstration Projects for use by federal project staff or the RETAIN TA provider in presentations to a variety of stakeholder audiences (timing and audiences to be determined with approval from the COR). The method of presentation and level of detail should be appropriate to each specific audience. Draft materials and talking points shall be submitted to the COR a minimum of one (1) week prior to scheduled presentations. Final materials and talking points shall be submitted a minimum of two (2) business days prior to scheduled presentations. Stakeholder audiences may include but are not limited to:
  - Other federal staff or leadership (e.g., SSA, the Department of Health and Human Services (HHS), the Department of Education (Ed), or the Office of Management and Budget (OMB));
  - ODEP contractors or grantees (e.g., the Job Accommodation Network (JAN) or the State Exchange on Employment and Disability (SEED));
  - Federal or state policymakers; and
  - Service provider (both health and employment-related) groups or organizations.

- Annual summaries of demonstrations to be distributed to Congressional and public audiences. ODEP will approve summaries prior to publication. Draft summaries shall be submitted to the COR in month nine (9) of each year and shall be finalized no later than month 11 of each year. Upon completion, the Contractor will conduct public webinars to describe the demonstrations and progress. ODEP will arrange any Congressional briefings and will work with the Contractor to prepare presentations.

The Contractor shall submit for approval its Strategic External Communications, Outreach, and Dissemination Plan to DOL within sixty (60) days of contract award. This plan may be updated as necessary and appropriate throughout the contract period of performance.

All final reports generated by the Contractor shall be transmitted electronically to the COR in Microsoft Word and PDF/508 compliant format and become the property of DOL. All reports must be written in clear and plain English accessible to a lay audience without jargon, grammatical or typographical errors. All reports must be of high quality and in active voice, with minimal revision required, with clear organization of the material, coherence, appropriate transitions, stylistic consistency, concision, and spelling, grammar, spacing, and formatting, consistent with the latest edition of Chicago Manual of Style.
A 150-word abstract and executive summary may be included with the draft and final reports. Draft and final reports must include a cover page (using a template if provided), table of contents, index of key words in the back of the report/deliverable, list of exhibits, footnotes, a bibliography, and, as appropriate, tables, charts, graphs, and appendices, and includes the disclaimer language provided by ODEP (see below). All versions must be labeled draft until the final document is approved.
PART 6 - DELIVERABLES

The Contractor shall deliver the following documents at the time specified to the COR designated in the contract. All draft documents will be delivered to the COR by e-mail in Microsoft Word format. For draft documents, hard copies will be delivered to the COR upon request. DOL will make every effort to provide written feedback on draft deliverables within two (2) weeks of receipt. Final versions of all reports will be delivered to the COR by e-mail in both Microsoft Word and PDF formats by the date specified. All written deliverables other than the monthly progress reports submitted to the Department must carry the following disclaimer:

This report was prepared for the U.S. Department of Labor (DOL), Office of Disability Employment Policy by xxx, under contract number xxx. The views expressed are those of the authors and should not be attributed to DOL, nor does mention of trade names, commercial products, or organizations imply endorsement of same by the U.S. Government.

The following deliverables will be submitted based on the schedule below unless otherwise coordinated with the COR:

<table>
<thead>
<tr>
<th>TASK</th>
<th>DELIVERABLE</th>
<th>FREQUENCY</th>
<th>NUMBER OF COPIES</th>
<th>MEDIUM/FORMAT</th>
<th>SUBMIT TO</th>
<th>DEADLINE</th>
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<tbody>
<tr>
<td>Task 1: Project Management Activities</td>
<td>Orientation Meeting</td>
<td>Once</td>
<td>N/A</td>
<td>N/A</td>
<td>COR and FPM</td>
<td>Within fourteen (14) calendar days of award</td>
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<td></td>
<td>Agenda for Orientation Meeting</td>
<td>Once</td>
<td>As needed</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>No less than three (3) business days prior to the meeting</td>
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<td></td>
<td>Memorandum summarizing orientation meeting</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within five (5) business days of orientation meeting</td>
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<td></td>
<td>Revised Work Plan</td>
<td>Once, with possible updates</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within thirty (30) calendar days of the contract award, and annually thereafter</td>
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<tr>
<td></td>
<td>Agendas for project calls (DOL and RETAIN TA Provider)</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Two (2) business days prior to the call</td>
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<tr>
<td>TASK</td>
<td>DELIVERABLE</td>
<td>FREQUENCY</td>
<td>NUMBER OF COPIES</td>
<td>MEDIUM/FORMAT</td>
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<tr>
<td>Memorandum summarizing results from project calls (DOL and RETAIN TA Provider)</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within three (3) business days of the calls</td>
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<tr>
<td>Monthly progress and expenditure reports to COR</td>
<td>Monthly, submit in conjunction with monthly invoice</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Due at the same time as the monthly invoice but no later than the 15th day of each month.</td>
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<tr>
<td>Task 2: Programmatic TA to RETAIN Awardees</td>
<td>Draft RETAIN Awardee TA Needs Report</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within 45 days of contract award or RETAIN Phase 1 awards, whichever comes later</td>
</tr>
<tr>
<td>Draft RETAIN TA Plan</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within 45 days of contract award or RETAIN Phase 1 awards, whichever comes later</td>
<td></td>
</tr>
<tr>
<td>Final RETAIN TA Plan</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within two (2) weeks of receiving DOL comments</td>
<td></td>
</tr>
<tr>
<td>Quarterly Revisions to RETAIN TA Plan</td>
<td>Quarterly</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Month thirteen (13) of the RETAIN awards and quarterly thereafter until the conclusion of the project</td>
<td></td>
</tr>
<tr>
<td>Draft TA Materials</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Two (2) weeks prior to scheduled delivery</td>
<td></td>
</tr>
<tr>
<td>Final TA Materials</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Two (2) business days prior to scheduled delivery</td>
<td></td>
</tr>
<tr>
<td>TASK</td>
<td>DELIVERABLE</td>
<td>FREQUENCY</td>
<td>NUMBER OF COPIES</td>
<td>MEDIUM/FORMAT</td>
<td>SUBMIT TO</td>
<td>DEADLINE</td>
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</tr>
<tr>
<td>Subtask 2.1 Establish and Manage a Pool of Relevant SMEs</td>
<td>Finalize SMEs</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>A minimum of ten (10) SMEs shall be finalized within thirty (30) calendar days of contract award</td>
</tr>
<tr>
<td></td>
<td>Draft SME Utilization Plan</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within 45 calendar days of contract award</td>
</tr>
<tr>
<td></td>
<td>Final SME Utilization Plan</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within two (2) weeks of receiving DOL comments</td>
</tr>
<tr>
<td>Subtask 2.2 Programmatic Readiness Reports</td>
<td>Report of outstanding and ongoing TA needs of each Phase 1 awardee</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>By month sixteen (16) of the period of performance</td>
</tr>
<tr>
<td></td>
<td>Programmatic Readiness Assessment Report</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>By month sixteen (16) of the period of performance</td>
</tr>
<tr>
<td>Subtask 2.3 Systems Development/Enhancement Technical Assistance</td>
<td>Data Systems Needs Assessment Report</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within four (4) months of contract award</td>
</tr>
<tr>
<td></td>
<td>Awardee-specific documentation of codes, data dictionary, and user manual</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>By the conclusion of Phase 1 of the cooperative agreements (18 months)</td>
</tr>
<tr>
<td></td>
<td>Technical Guidance</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>As needed during Phase 2</td>
</tr>
<tr>
<td>Subtask 2.4 Measure and Document TA Effectiveness</td>
<td>Interim TA Effectiveness Report</td>
<td>Annually</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>In month six (6) of each year</td>
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<tr>
<td></td>
<td>Final TA Effectiveness Report</td>
<td>Annually</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>In month twelve (12), and annually thereafter</td>
</tr>
<tr>
<td>Task 3: General Coordination and Communication</td>
<td>Coordination and Facilitation Plan and Timeline</td>
<td>Once</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within three (3) weeks of contract or RETAIN cooperative agreement</td>
</tr>
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<td>TASK</td>
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<td>FREQUENCY</td>
<td>NUMBER OF COPIES</td>
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<td></td>
<td>award, whichever is later</td>
</tr>
<tr>
<td></td>
<td>Monthly Calls with Each Awardee and DOL</td>
<td>Monthly</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Schedule TBD in conjunction with DOL and awardees</td>
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<tr>
<td></td>
<td>Agendas for Monthly Awardee Calls</td>
<td>Monthly</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Two (2) business days prior to each call</td>
</tr>
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<td></td>
<td>Memorandum summarizing Monthly Awardee Calls</td>
<td>Monthly</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within three (3) business days of each call</td>
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<tr>
<td></td>
<td>Subtask 3.2: Facilitate Peer-to-Peer Communication</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Schedule TBD in conjunction with DOL and awardees</td>
</tr>
<tr>
<td></td>
<td>Regular Facilitated Convenings of Awardee Sub-Groups</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Two (2) business days prior to each meeting</td>
</tr>
<tr>
<td></td>
<td>Agendas and Facilitation Guide for Awardee Sub-Group Meetings</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within three (3) business days of each meeting</td>
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<tr>
<td></td>
<td>Memorandum summarizing Awardee Sub-Group Meetings</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Two (2) weeks prior to publication, according to the schedule identified in the Coordination and Facilitation Plan</td>
</tr>
<tr>
<td></td>
<td>Draft RETAIN Awardee Newsletter</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>According to the schedule identified in the Coordination and Facilitation Plan</td>
</tr>
<tr>
<td></td>
<td>Bimonthly RETAIN Awardee Newsletter</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within seventeen (17) months of contract or RETAIN cooperative agreement award, whichever comes later</td>
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<tr>
<td></td>
<td>Subtask 3.4: Plan and Implement Annual RETAIN Awardee Meeting</td>
<td>Annual</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
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<td>TASK</td>
<td>DELIVERABLE</td>
<td>FREQUENCY</td>
<td>NUMBER OF COPIES</td>
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<tr>
<td></td>
<td>Final Agenda</td>
<td>Annual</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>No less than fifteen (15) calendar days prior to the meeting</td>
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<td>Draft Annual Meeting Proceedings Report</td>
<td>Annual</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within thirty (30) calendar days of each annual meeting</td>
</tr>
<tr>
<td></td>
<td>Final Annual Meeting Proceedings Report</td>
<td>Annual</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within two (2) weeks of receiving comments from DOL</td>
</tr>
<tr>
<td></td>
<td>After Action Report</td>
<td>Annual</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within thirty (30) calendar days of each annual meeting</td>
</tr>
<tr>
<td>Task 4: Strategic External Communications, Outreach, and Dissemination</td>
<td>Strategic External Communications, Outreach, and Dissemination Plan</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Within 60 days of contract award; updated as necessary and appropriate</td>
</tr>
<tr>
<td></td>
<td>Plan to assist awardees in developing and implementing an effective marketing strategy, including the development of integrated materials designed to provide name recognition and awareness of the awardees’ RETAIN products and services, and to target and appeal to the project’s target population and other interested stakeholders</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Draft plan to be provided within 60 days of contract award, updated as necessary and appropriate</td>
</tr>
<tr>
<td></td>
<td>Development of marketing strategy and related materials to be completed by no later than seven (7) months after the award of Phase 1 funding</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TASK</td>
<td>DELIVERABLE</td>
<td>FREQUENCY</td>
<td>NUMBER OF COPIES</td>
<td>MEDIUM/FORMAT</td>
<td>SUBMIT TO</td>
<td>DEADLINE</td>
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<tr>
<td></td>
<td>Success Stories</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>Two (2) about each RETAIN project per quarter</td>
</tr>
<tr>
<td></td>
<td>Draft Tailored Materials and Talking Points for 10 presentations to various stakeholders</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>A minimum of one (1) week prior to scheduled presentation</td>
</tr>
<tr>
<td></td>
<td>Final Tailored Materials and Talking Points for 10 presentations to various stakeholders</td>
<td>As required</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>A minimum of two (2) business days prior to scheduled presentation</td>
</tr>
<tr>
<td></td>
<td>Draft Annual RETAIN Summaries</td>
<td>Annual</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>In month nine (9) of each year of the grant period of performance</td>
</tr>
<tr>
<td></td>
<td>Final Annual RETAIN Summaries</td>
<td>Annual</td>
<td>1</td>
<td>Electronic</td>
<td>COR and FPM</td>
<td>No later than month eleven (11) of each year of the grant period of performance</td>
</tr>
</tbody>
</table>
PART 7 – APPLICABLE PUBLICATIONS

7.1 Accessibility Requirements for Agency Procurements

All documents and deliverables, including proposals, prepared for or provided to ODEP must be in accessible formats.

All Electronic and Information Technology (EIT)/Information and Communication Technology (ICT) deliverables produced by the Contractor shall be accessible, usable by assistive technologies, and meet the baseline criteria outlined in Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220) August 7, 1998, the Web Content Accessibility Guidelines 2.0 (WCAG 2.0) Level AA and the Department of Labor Management Series (DLMS) Section 9, Chapter 600, or as specified in subsequent updates to the preceding criteria.

EIT/ICT deliverables include but are not limited to: websites, software, mobile applications, webcasts, webinars, multimedia (e.g. charts, graphs, graphics, videos, audio tracks, and animation), social media, collaborative workspaces and tools, documents (e.g. PDFs, PowerPoint, and Word), forms and field elements, data tables, image maps, and any training and related training materials. EIT/ICT deliverables will be evaluated for accessibility prior to acceptance by the Government.

All materials submitted in hardcopy must be provided in an accessible electronic copy at the same time of hard copy submission. Any multimedia (e.g. videos hosted online, DVDs) must include synchronized captions that include all relevant audible information (dialog and sounds), include audio descriptions (when relevant visual information is not otherwise relayed audibly), and navigable by assistive technologies. Any multimedia interactive interface elements (e.g. user controls) must be navigable by assistive technology and include proper name, role, and/or state properties. Audio-only content shall be accompanied by an accessible screen text or transcript that is an accurate and complete representation of that audio content. The contrast ratio between all content background and foreground colors shall be at least 4.5:1.

All training, vocal presentations and reference materials must be provided in an accessible Section 508 electronic format (preferably PDF or Word). “Point-and-click” methods of training with screenshots primarily designed for sighted users is not sufficient. Any screenshots of user actions must be given an equivalent alternate verbal and/or text description and a non-mouse-based action alternative interaction method.

Government evaluations, when conducted, will utilize unified test approaches (e.g. DHS Section 508 Compliance Test Process), when applicable, or other appropriate testing methodologies.
approved by the Agency. All pages within PDFs created for or provided to ODEP (to include those created from scanned documents) must be accessible, content within tagged correctly, and return no potential errors in the Adobe Acrobat Pro’s Accessibility Full Check “Accessibility Report” when tested against the “Adobe PDF” checking option and all of its tests. All graphics, charts, and graphs marked as images/figures within a PDF must be tagged with appropriate, descriptive alternate text conveying equivalent meaning. All text content in the PDF must be readable with assistive technology (e.g. JAWS screen reader) on each page in a comprehensive and sequential manner, to include all information provided in any alternate text descriptions for graphics. Tag order of content (found in the Adobe Acrobat Pro “Navigation Pane”) must match the Reading Order (found in the Adobe Acrobat Pro “Order Pane”) of content through manual verification. Tables shall be tagged properly including column headers, row headers, and assigned scope. Decorative elements that convey no meaning should be marked as Artifacts. Any fillable form fields and buttons must have appropriate form tags, associated tooltips conveying all information needed to correctly complete the field, have a tab order that matches the visual reading order, and be accessible and usable by keyboard only and other assistive technology.

7.2 Confidentiality

The Contractor cannot make use of any information obtained through this agreement for any activity outside the scope of this project.

All records developed during the course of this agreement shall be protected from examination by unauthorized agencies or persons. Such records include all forms, computer files, program listings, manuals, documentation, correspondence files, contract records, and reports. The Contractor shall retain all copies in a secure manner with release to the Department of Labor. No materials or any summary of these materials shall be released to any individual or organization without prior written permission from the COR and ODEP.

No work involving information furnished under this agreement will be subcontracted without the specific approval of the COR and ODEP.

In performance of the terms of this agreement, the Contractor agrees to comply with and assumes responsibility for compliance by employees with the following requirements:

- All work will be performed under the supervision of the Contractor or the Contractor’s responsible employees and/or subcontractors.

- Any information provided to the Contractor, in any format, will be used only for the purpose of carrying out the provisions of this contract. This information will be treated as confidential and will not be made known in any manner to any person except as may be necessary in the performance of the Contract/Agreement.
All information provided to the Contractor will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.

All persons employed under this agreement and any Contractor managers and supervisors with access to the records and data obtained and used under this agreement shall sign the attached confidentiality and non-disclosure agreement (Attachment A). The original signed confidentiality and non-disclosure agreement shall be given to the COR and ODEP prior to the beginning of work on the task order. (See Attachment A for Contractor Confidentiality/Non-Disclosure Agreement).

The Contractor shall certify in writing that the data processed during the performance of this agreement will be completely purged from all data storage components of the computer facility in accordance with instructions from the COR. Until purging of all data storage components, the Contractor shall certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosure.

All records developed during the course of this agreement – forms, computer files, program listings, manuals, documentation, correspondence files, contract records, and reports – and all records and data provided to the Contractor by agencies for use under this agreement remain the property of these agencies and will be handed over to these agencies at the conclusion of the work under this agreement.

7.3 Rights in Data and Copyright
Throughout the period of this Agreement, the Government maintains sole rights to the results and findings produced by this project. The Contractor will not place any unauthorized restrictive or limiting markings or labels on any of the deliverables. The Government will post working versions of all final deliverables within six (6) months of cessation of this agreement.

7.4 References, Laws, Regulations and Policies
At a minimum, Contractor performance in accordance with the requirements herein shall fully comply with the following laws, regulations, policies and guidelines:

- Americans with Disabilities Act (ADA) and ADA Amendments Act of 2008
- Rehabilitation Act of 1973
- The Privacy Act of 1974, PL 93-579, as amended
The Freedom of Information Act, PL 93-502

The Federal Managers' Financial Integrity Act (FMFIA), PL 97-255

OMB Circular A-130, Management of Federal Information Resources

OMB Circular A-123 Revised, Management's Responsibility for Internal Control, December 2004


OMB Circular A-130, Appendix III, Security of Federal Automated Information Resources

National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS) 200, Minimum Security Requirements for Federal Information and Information Systems

NIST FIPS 199, Standards for Security Categorization of Federal Information and Information Systems

NIST Special Publication (SP) 800-18, Revision 1, Guide for Developing Security Plans for Federal Information Systems

NIST SP 800-53, Recommended Security Controls for Federal Information Systems


OMB Memorandum, Transparency and Open Government, January 21, 2009
<table>
<thead>
<tr>
<th>PERFORMANCE OBJECTIVE</th>
<th>REF</th>
<th>PERFORMANCE STANDARD</th>
<th>PERFORMANCE THRESHOLD</th>
<th>METHOD OF SURVEILLANCE</th>
</tr>
</thead>
</table>
| Staffing levels are appropriate and provide necessary expertise to complete the assignments | Task 1 | Contractor shall staff accordingly 98% of the time.  
100% compliance with key personnel qualifications | Zero deviation from standard | 100% by program office |
| Adequate oversight/project management of resources, budget, and reporting on project by Project Director or designated staff. | Task 1 | Contractor shall provide products and/or services on schedule 98% of the time.  
Travel shall comply with GSA Regulations 100% of the time  
Other Direct Costs shall be in compliance with the budget 99.9% of the time | Zero deviation from standard | 100% review of time and attendance document, progress reports, meeting minutes, or other documents to determine sufficient oversight by COR/FPM  
100% Review of all travel plans and expenses  
100% review of expenses |
<p>| Provide programmatic technical assistance to awardees                                  | Task 2 | Appropriate subject matter experts (including those to support technical infrastructure enhancements) are available and provide technical assistance on demand | Zero deviation from standard | 100% by program office |</p>
<table>
<thead>
<tr>
<th>PERFORMANCE OBJECTIVE</th>
<th>REF</th>
<th>PERFORMANCE STANDARD</th>
<th>PERFORMANCE THRESHOLD</th>
<th>METHOD OF SURVEILLANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide logistical support for meetings with various stakeholders and audiences</td>
<td>Task 3</td>
<td>Meeting venues, agendas, and notes are identified and distributed according to the schedule identified in the PWS</td>
<td>Zero deviation from standard</td>
<td>100% by program office</td>
</tr>
<tr>
<td>Support the communication needs of the projects and DOL</td>
<td>Tasks 3 and 4</td>
<td>Draft and finalize communications and other materials. Communications shall include accurate content, correct grammar, and require little or no revisions 98% of the time. -Assist awardees in developing and implementing an effective marketing strategy, including materials</td>
<td>Zero deviation from standard</td>
<td>100% by program office</td>
</tr>
<tr>
<td>Coordinate and collaborate effectively with necessary stakeholders</td>
<td>Tasks 3 and 4</td>
<td>Duplication of efforts across stakeholders is minimized and awardee success is maximized. Stakeholders include but are not limited to DOL, awardee states, SSA, and the independent evaluator.</td>
<td>Zero deviation from standard</td>
<td>100% by program office</td>
</tr>
<tr>
<td>Work products are compliant with Section 508 requirements as specified in paragraph 7.1.</td>
<td>All tasks</td>
<td>Work products are 100% compliant</td>
<td>Zero deviation from standard</td>
<td>100% by program office</td>
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</table>
**Performance Objective**

Work products are in “people first” language and use plain language with active voice. Additionally, work products are clear and concise, easily followed, and convey subject matter expertise. Delivery of the work products are done with professional courtesy.

<table>
<thead>
<tr>
<th>REF</th>
<th>Performance Standard</th>
<th>Performance Threshold</th>
<th>Method of Surveillance</th>
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<tbody>
<tr>
<td>All tasks</td>
<td>Work products are delivered on the agreed schedule with accurate content, correct grammar, and requiring little or no revisions 98% of time</td>
<td>Zero deviation from standard</td>
<td>100% by program office</td>
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</table>
D - PACKAGING AND MARKING

This solicitation does not have applicable requirements to packaging and marking.

E - INSPECTION AND ACCEPTANCE

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.

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
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<tr>
<td>52.246-2</td>
<td>INSPECTION OF SUPPLIES--FIXED-PRICE</td>
<td>AUG 1996</td>
</tr>
<tr>
<td>52.246-4</td>
<td>INSPECTION OF SERVICES--FIXED-PRICE</td>
<td>AUG 1996</td>
</tr>
<tr>
<td>52.246-16</td>
<td>RESPONSIBILITY FOR SUPPLIES</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.246-20</td>
<td>WARRANTY OF SERVICES</td>
<td>MAY 2001</td>
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</table>

E.2. ACCEPTANCE CRITERIA

See Part 6, Deliverables and Part 7, Performance Standards.

E.3 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

The Government will review and verify that all services and deliverables meet the requirements and standards stated in this contract and any associated modification(s).
E.4 RESPONSIBILITY FOR INSPECTION AND ACCEPTANCE

Inspection and acceptance of all services under this contract will be accomplished by the Contracting Officer’s Representative (COR) designated on this contract. The COR will inspect and be responsible for, the review and acceptance of all deliverables under the contract. Acceptance of services will be in accordance with the PWS and at the sole discretion of the Government.

The COR shall notify the CO promptly if services are not received within the requirements of this PWS. The contracting office, or the activity designated by the contracting office, shall be primarily responsible for collecting debts resulting from failure of the contractor to provide services under this contract.
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.

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<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
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<tr>
<td>52.242-15</td>
<td>STOP-WORK ORDER</td>
<td>AUG 1989</td>
</tr>
<tr>
<td>52.242-17</td>
<td>GOVERNMENT DELAY OF WORK</td>
<td>APR 1984</td>
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<tr>
<td>52.247-34</td>
<td>F.O.B. DESTINATION</td>
<td>NOV 1991</td>
</tr>
</tbody>
</table>

F.2 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \( \frac{\$}{\text{per calendar day of delay}} \).

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

F.3 DELIVERY SCHEDULE AND DELIVERABLES

See Part 6, Deliverables and Part 7, Performance Standards.

F.4. PERIOD OF PERFORMANCE

Base Year - 09/27/2018- 09/26/2019
First Option Year - 09/27/2019- 09/26/2020
Second Option Year - 09/27/2020- 09/26/2021
Third Option Year - 09/27/2021- 09/26/2022
Fourth Option Year- 09/27/2022- 09/26/2023
F.5. PLACE OF PERFORMANCE

The work to be performed under this contract will be performed at the Contractor’s place of business, a RETAIN awardee’s or their partners’ place of business, or at:

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue NW
Washington, DC, 20210
SECTION G – CONTRACT ADMINISTRATION DATA

G.1. DOLAR 2952.201-70 Contracting Officer’s Technical Representative (COTR) (MAY 2004)

(a) (TBD) of DOL, Office of Disability Employment Policy (ODEP) is hereby designated to act as contracting officer's representative (COR) under this contract.

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

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

G.2. Contracting Office Address

U.S. Department of Labor
OASAM, Office of Procurement Services
200 Constitution Avenue, NW
Room: S4307
Washington, DC 20210
ATTN: TBD

G.3. SUBMISSION OF INVOICES

INVOICING PROCEDURES:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS CLAUSE (FEBRUARY 2014)

(a) Definitions. As used in this clause-

(1) Contract financing payment has the meaning given in FAR 32.001.
(2) Invoice payment has the meaning given in FAR 32.001.
(3) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) Electronic Payment Requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this clause, and therefore no additional electronic invoice submission is required.
(b) Data Transmission. A contractor must ensure that the data transmission method and format comply with the following provisions:

Electronic invoicing e-mail address: DOL-NO-ODEP@quickpay.dol.gov

(1) The contractor shall:

a. Address the invoice to the appropriate e-mail address specified in the contract.
b. Submit the invoice via attachment in PDF or TIFF format.
c. Submit only one invoice per electronic submittal.
d. Enter specific information in the subject line of the e-mail in the following format:
   Contractor Name, DOL Agency, Contract Number, BPA Call or Order Number, Invoice Number, Invoice Amount
   Example: ABC Co, OASAM, DOL00-00-X0000/X0000, Invoice Number AB-1298433, $15,000.00.
e. Submit a copy of the email with the attached invoice to the contracting officer’s representative (COR) at the COR email address specified in the contract.
f. Before sending another e-mail with the same invoice attachment, confirm whether DOL has already responded and/or whether you have received a success or failure response to your submission.

(2) The contractor MUST NOT:

a. Submit an invoice that exceeds the size limit of 16 megabytes (approximately 400-500 pages). However, if the invoice exceed this limit, a summary invoice attachment of less than 16 Megabytes should be e-mailed to the payment e-mail address above; while the detailed invoice, including any supplemental information, shall be sent to the COR or other representative at the address.
b. Submit an invoice that is heavy in shading or color.
   1. An e-mailed PDF image cannot have any text that has a background with any color other than white. If the image has a shaded background, it will be converted to black, and the text will be illegible.
   2. An emailed TIFF image must be black and white.
c. Submit more than one attachment, as subsequent attachments will not be recognized.
d. Submit more than one invoice in a single attachment.
e. Attempt to use the “Recall or Resend” email message feature.

(d) General Information. Payment due dates will be calculated only from the date that invoices are received in the electronic invoicing e-mail box and determined to be proper invoices.

Please use the following contact information for invoice inquires:
Invoice Name - DOL/OCFO Payment Center
Invoice Number - 202-693-6810
Invoice E-Mail - DCASinvoiceinquiry@dol.gov
(e) Invoice Requirements. Invoices shall comply with FAR 32.905.
(f) Exceptions. Paper invoices should only be faxed or mailed through U.S. mail when electronic mail cannot be accomplished.

When invoices must be faxed due to e-mail size limitations, fax them to:
Attn: MS. MERIDITH DEDONA
Fax Number: 202-693-5960

When paper invoices must be mailed due to e-mail size limitations, mail them to the following address:

U.S. Department of Labor
Office of Financial Management Operations
Room S-5526
200 Constitution Avenue, N.W.
Washington, DC 20210

G.4.  DOL FURNISHED SPACE AND SUPPLIES

See Part 3
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1. CONFLICT OF INTEREST

It is the Department of Labor’s policy to avoid situations in the procurement process where, by virtue of work or services performed for DOL, or as the result of data acquired from DOL or from industry, a particular company;

Is given unfair competitive advantage over the companies in respect to future DOL business,

Is placed in a position to affect Government actions under circumstances in which there is danger that the company’s judgment may be biased, or

Otherwise finds that a conflict exists between the performance of work or devices for Government in an impartial manner and the company’s self-interest.

If the Contractor has reason to believe that a task assigned by the Contracting Officer or a task being performed by the Contractor violates this policy, the Contractor shall promptly notify the Contracting Officer and state the reasons why a conflict of interests exists, or may appear to exist. After receiving such notice the Contracting Officer shall promptly inform the Contractor whether it should begin, or continue, the assigned task.

H.2. COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS

The assurance at 29 CFR 37.20(a)(1) is incorporated by reference into this contract. The assurance provides that the contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following statutes:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the statutes listed above. This assurance applies to the contractor’s operation of, or provision of services to, a Job Corps Center, program or activity, and to all subcontracts entered into by the contractor to carry out the Job Corps program or activity, or its operation of the Center. The contractor understands that the United States has the right to seek judicial enforcement of this assurance.

H.3. POSITIONS, SKILLS AND QUALIFICATIONS

The labor mix necessary for performance is identified in Section B. The labor categories shall be applicable to all work under this contract, at the hourly rates established in this task order. The Government will not request any other categories of labor, and the Contractor shall not furnish personnel to work in any other labor categories.
In no way will the Government be involved in the hiring or firing process of the contractor personnel.

**H.4. NOTICE OF DELAY**

Whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this task order, the Contractor will notify the COR in writing within two business days.

**H.5. DOL PROCEDURES FOR PERSONAL IDENTITY VERIFICATION (PIV) OF CONTRACTOR EMPLOYEES PERFORMING UNDER DEPARTMENT OF LABOR CONTRACTS**

(1) For all new contract employees being assigned to on a DOL controlled facility for more than 6 months or who will have access to a DOL information system, the contractor shall follow the DOL Procedures DOL Policy For PIV Card Issuance For New Federal Employees and Contractors (HR/SC 10/25/05 revised 12/01/05) para E.2. For further information on DOL Policy For PIV Card Issuance For New Federal Employees and Contractors (HR/SC 10/25/05 revised 12/01/05) please see Security Attachment No. 1.

(2) The contractor shall notify the COTR of a new employee meeting the criteria requiring a PIV five days before the report day. If notification can not occur in 5 days – the contract shall include a brief explanation as to why when they submit the notification and mark it for expedited handling.

The contractor shall-

Determine the level of security required for the employee, working with the COTR.
Ensure they have all required documents and approvals from the COTR.
Obtain the location for PIV processing and coordinate with the COTR the time of reporting so an escort can be arranged.
Have the employee report, with all required documents to the reporting location determined by the COTR.

Upon submission of required PIV documents, the employee will be granted temporary access. If the required forms are not submitted, no access will be granted and no claim against the Government will occur.

**H.6. CONTRACTOR EMPLOYEE SUITABILITY AND SECURITY REQUIREMENTS**

(1) Background Investigations

a. Background Investigation Requirements. The investigation requirements for contractor employees are based on the risk or sensitivity level designation of the position. The Contracting Officer, Contracting Officer's Technical Representative, or other DOL Agency's designated official informs the Contractor of the risk or sensitivity level for each contractor employee position. The minimum level of investigation for each risk or sensitivity level is indicated below.

<table>
<thead>
<tr>
<th>Position Risk/Sensitivity Level</th>
<th>Minimum Investigation Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Risk/Non-sensitive</td>
<td>National Agency Check &amp; Inquiries (NACI)</td>
</tr>
<tr>
<td>Moderate Risk</td>
<td>Minimum Background Investigation (MBI)</td>
</tr>
<tr>
<td>High Risk</td>
<td>Background Investigation (BI)</td>
</tr>
<tr>
<td>Noncritical-Sensitive</td>
<td>Minimum Background Investigation (MBI)*</td>
</tr>
<tr>
<td>Critical-Sensitive</td>
<td>Single Scope Background Investigation (SSBI)*</td>
</tr>
</tbody>
</table>
* Individuals occupying Critical-Sensitive positions (i.e., require Top Secret security clearances) are subject to reinvestigation every 5 years. Individuals occupying Noncritical-Sensitive positions are subject to reinvestigation every 10 years for Secret security clearances and every 15 years for Confidential security clearances.

b. Conducting Background Investigations. All contract employees require a background investigation. The Office of Personnel Management (OPM) will conduct background investigations for DOL employees and contractor employees. Since OPM only accepts requests from Federal agencies to conduct background investigations, the DOL Agency will make arrangements with the Contractor to send the contractor employee's completed papers to the DOL Agency for submission to OPM.

c. Payment for Background Investigation. If the DOL Agency bears the cost for background investigations on contractor employees, the designated DOL Agency official will forward the required documents to OPM. If the Contractor bears the cost of the investigations,

(2) The Investigation Process

The Contractor shall submit written procedures to the designated DOL Agency official describing the method by which the following investigation requirements will be satisfied.

a. Pre-employment Checks. Before a contractor employee can begin work for DOL, he or she must provide the Contractor with a properly completed OMB Form-3206, Declaration for Federal Employment, on which the employee has completed items 1 through 7c, questions 9 through 13, and item 16 as necessary, and has signed item 17. This form can be found at the following website: http://www.opm.gov/forms. If the Contractor has not received a completed OMB Form-3206 from the contractor employee within 5 days after requesting the form, the Contractor shall notify. If the person answers "Yes" to one or more of questions 9 through 13, the Contractor shall notify immediately. The designated DOL Agency official will inform the Contractor whether or not the contractor employee may work on the contract. Before making this decision the designated DOL Agency official may also require a pre-employment FBI fingerprint check on contract employees. This procedure is described in Chapter 2, Section 6.

b. Submission of Investigation Documents. The Contractor shall submit the required documents below to the designated DOL Agency official within 14 calendar days of each contractor employee's placement on the contract in a High Risk, Moderate Risk, Low Risk, or Noncritical-Sensitive position. However, the Single Scope Background Investigation must be completed before the contractor employee is placed in a Critical-Sensitive position, unless the Department approves the placement of the contractor employee's placement in the position before the investigation is completed. The specific form that he or she completes depends on the risk or sensitivity level of the work that he or she will perform. These forms can be found on the following website: http://www.opm.gov/forms.

The SF-85, Questionnaire for Nonsensitive Positions, is used with positions or work that are designated at the Low Risk level. The minimum investigation required is a National Agency Check and Inquiries.

The SF-85P, Questionnaire for Public Trust Positions, is used with positions or work that are designated at the Moderate or High Risk level. The minimum investigation required for the Moderate Risk level is a Minimum Background Investigation. The minimum investigation required for the High Risk level is a Background Investigation.

The SF-86, Questionnaire for National Security Positions, is used with positions or work that are designated at the Noncritical-Sensitive or Critical-Sensitive level. The minimum investigation for Noncritical-Sensitive work is a Minimum Background Investigation. The minimum investigation for Critical-Sensitive work is a Single Scope Background Investigation.
The Contractor shall also ensure that each contractor employee is fingerprinted using Form FD-258. The Contractor can get copies of this form from:

http://www.fbi.gov/hq/cjisd/pdf/fpcardb.pdf#search=%22FD%20258%22

The Contractor shall submit the following completed forms and documents for each contractor employee based on the risk or sensitivity level of work that such employee is performing:

<table>
<thead>
<tr>
<th>Low Risk:</th>
<th>High/Moderate Risk:</th>
<th>Critical/Noncritical Sensitive:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF-85</td>
<td>SF-85P</td>
<td>SF-86</td>
</tr>
<tr>
<td>FD-258</td>
<td>FD-258</td>
<td>FD-258</td>
</tr>
<tr>
<td>OF-306</td>
<td>OF-306</td>
<td>OF-306</td>
</tr>
<tr>
<td>Application/Resume</td>
<td>Application/resume</td>
<td>Application/resume</td>
</tr>
</tbody>
</table>

(c) Temporary Contractor Employees. If the contractor employee is assigned to Low Risk work and is employed on a seasonal, daily, or intermittent basis, or for no more than 180 days, the NACI is not required. However, the Contractor shall submit the fingerprints of the contractor employee on a Form FD-258.

(3) Adjudication

(a) Referral of Suitability Issues. When OPM has completed the contractor employee's background investigation, it shall send the report of investigation to the Department's Office of Executive Resources and Personnel Security (OERPS). If the report contains suitability issues, the OERPS will forward the report to the designated DOL Agency official for review and adjudication.

(b) Suitability Standard and Criteria. The suitability standard and criteria are described in Chapter 3, Section 3.

(c) Unfavorable Suitability Determination. If the designated DOL Agency official determines that the contractor employee is unsuitable, the Contracting Officer will inform the Contractor in writing that the contractor employee is denied access to DOL facilities and/or information and information systems. If revoking access to DOL facilities and/or information and information systems negatively impacts the contractor employee's ability to perform, he or she shall be removed from the contract. Any removal of a contractor employee shall not be considered grounds for a delay or adjustment claim from the Contractor.

(4) Non-disclosure Agreement

The Contractor shall require each contractor employee to review and sign a non-disclosure agreement when he or she begins work on the DOL contract.

**H.7. TIME TRACKING AND BILLING**

The following requirements must be complied with unless amended by the agencies’ Project Managers, CORs, or the Contracting Officer:

Labor shall be performed on-site during regular business hours. Labor performed off-site, overtime, or during holidays and weekends must be approved in writing by either the Project Managers or the COR in advance.

Contractor personnel must sign in and out, including for lunch, in the log provided by the agencies unless waived by the Project Managers, CORs, or their designees. All invoices submitted for payment must include a reconciliation of the
billable hours to the sign-in log. The Contractor cannot bill for any hours not included in the sign-in log unless waived by the Project Managers, CORs, or their designees.

The Contractor may not perform non-DOL work while on DOL premises.
No hours may be billed at overtime rates.
Billing rates may only be modified by the Contracting Officer.
The Contractor shall bill on a monthly basis.

H.8. TERMS AND CONDITIONS

The Department and agencies do not direct or supervise contractor employees. As such, the Contractor shall ensure that:
All Contractor staff are functioning within their designated labor categories and at acceptable levels of performance.
All activities performed are covered by the performance of this contract and directly related to the Performance Work Statement in this document. Time spent on non-project related activities shall not be billed to the Government.
Positions are filled promptly (within 15 days) and kept filled with qualified, competent personnel.
All Contractor staff are performing their designated assignments in a timely manner and all reporting requirements are honored.
All Contractor staff have been trained in proper office procedures as pertains to business professionals, and must act and present themselves in a professional manner.
All Contractor staff receive ongoing technical training as described in the Offeror’s proposal.

H.9. STANDARDS OF PERFORMANCE

The Contractor agrees that the performance of work and services shall conform to high professional and ethical standards. The Contractor also agrees to remove any staff whose conduct or performance is such that retention would not be in the best interest of the Government as determined by the by Key Personnel, COR, and Contracting Officer.

H.10. RIGHTS IN DATA AND COPYRIGHT

All records and documents developed, collected or otherwise obtained by the Contractor shall be considered the property of DOL. DOL reserves exclusive and unlimited rights to the information provided to the Contractor, except for the information DOL makes available to the public. DOL also reserves exclusive rights to the results and findings produced by the Contractor.

H.11. LIMITATION OF GOVERNMENT'S OBLIGATION (LoGO) – (JULY 2014)

(a) Contract line items TBD are incrementally funded. The sum of $TBD* is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

* To be inserted after negotiation.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 80 percent of the total amount presently allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled “Disputes.” In no event shall the equitable adjustment be more than the contract line item(s) price(s) in question.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled “Default.” The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule: TBD

(End of Clause)
PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

FSS RFQ INTRODUCTORY LANGUAGE

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of an order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have 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 following clauses are incorporated into 52.212-4 as an addendum to this contract:

52.225-25 -Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Oct 2015)

52.232-40 – Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

52.232-99 -- Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (August 2012)

I.1 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JAN 2010) (DEVIATION)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b) (3) of this
section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be-

1) obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

2) provided by the Federal contracting agency, if requested;

3) downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or

4) reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

2) The Contractor is not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.2 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):
I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

1. 52.222-50, Combatting Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
   Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

   Alternate I (Oct 1995) of 52.203-6 (41 U.S.C. 253g).

   (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).


SOLICITATION - 1605DC-18-Q-00168
TITLE: RETAINING EMPLOYMENT AND TALENT AFTER INJURY/ILLNESS (RETAIN)
PROGRAMMATIC TECHNICAL ASSISTANCE (TA)


(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]


(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).


(iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).


(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Jul 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.


(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).


(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).


(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).


TITLE: RETAINING EMPLOYMENT AND TALENT AFTER INJURY/ILLNESS (RETAIN)

PROGRAMMATIC TECHNICAL ASSISTANCE (TA)

_ X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_ X_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
_ (ii) Alternate I (Dec 2007) of 52.223-16.

_ (ii) Alternate I (Mar 2012) of 52.225-3.
_ (iii) Alternate II (Mar 2012) of 52.225-3.
_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the office of foreign assets control of the department of the Treasury).
_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 0 U.S.C. 2307(f)).
_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
_ (ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_XX_ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) **Comptroller General Examination of Record.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds...
$650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.4 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 30 DAYS.

(End of clause)
1.5 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I.6. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern 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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

1. Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

2. Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

3. For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 611430 assigned to Solicitation number 1605DC-18-Q-00168.

[Contractor to sign and date and insert authorized signer's name and title].

__________________________________________ _____________
(Signature) (Date)

__________________________________________
(Typed or Printed Name)

__________________________________________
(Title)

__________________________________________
(Solicitation Number)

__________________________________________
(Name of Company/Organization Represented)
I.7.  **52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

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

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply that is--

   (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

   (ii) Sold in substantial quantities in the commercial marketplace; and

   (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.
(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or
(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,000; and

(3) Includes work performed in the United States.
I.8. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2018 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.10. 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

SECTION J - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

WAGE DETERMINATION – ATTACHMENT
TECHNICAL EXHIBIT - ESTIMATED WORKLOAD DATA – NEXT PAGE
Below are the required Labor Categories descriptions and estimated maximum number of labor categories and the required annual labor hours for the requirements of this PWS, based on historical data. These hours do not project actual requirements for the new contract, nor does it reflect hours required. The number of Labor Categories may be reduced or increased depending on the requirement(s).

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Required Labor Categories</th>
<th>Estimated Maximum Number of Labor Categories</th>
<th>Required Labor Hours/12 months</th>
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<td>1</td>
<td>Project Director</td>
<td>CLINS 0001, 1001</td>
<td>Required Labor Categories</td>
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<td>2</td>
<td>Communications and Outreach Specialist</td>
<td>2001, 3001, 4001</td>
<td>Estimated Maximum Number of Labor Categories</td>
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<td>3</td>
<td>TA Coordinator</td>
<td>4</td>
<td>Required Labor Hours/12 months</td>
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<td>TA SME Lead</td>
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<td>5</td>
<td>Meeting and Logistics Specialist</td>
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<td>Data Architect</td>
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<td>IT Specialist</td>
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<td>Research Assistant</td>
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<td>Clerical/Admin Asst.</td>
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<td>10</td>
<td>Administrative - Editor</td>
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RFQ SUBMISSION:  The requirements are Volumes I-Technical and III-Price. Files shall not contain classified data. The intent of this standardized format is not to limit creativity. Creativity is permitted within the parameters below to allow the Government a more fair and easy assessment of offers.

Questions regarding this PWS must be submitted (in writing only to) Stacy Conaway via email at: Conaway.stacy@dol.gov. Questions must be submitted not later than August 10, 2018 at 05:00 pm EST. Responses to questions submitted will be responded via an email to everyone who received this PWS.

A. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered and clearly identified with the date and solicitation number in the header and/or footer and shall begin at the top of each page. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page setup parameters.

- Margins – Top, Bottom, Left, Right – 1”
- Gutter – 0”
- From Edge – Header, Footer – 0.5”
- Page Size, Width – 8.5”
- Page Size, Height – 11”

The following additional restrictions apply: Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Times New Roman fonts are required. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.


Submission. Contractors shall clearly identify each volume by volume number and volume name, PWS title, and date of submission.

C. Page Count. The page count is as follows:
Those pages that exceed the page counts for each volume or attachment will not be evaluated. If there are more than forty-five (45) printed lines of text on any page, the sum of the additional lines will be removed from back to front of the particular volume or attachment and will not be evaluated.

D. Other Information to be Included
The proposal must contain resumes of KEY personnel proposed to work on this task order. Key personnel are defined as staff above the junior level who will devote substantial time to the effort and may be responsible for leading tasks. The technical proposal must include a table with the projected hours all proposed individuals will devote to this task order, by task and by optional services component. This table MUST include both row and column totals. The technical proposal must indicate the hours or percent time devoted to other concurrent contracts by key personnel and task leaders.

E. Content Requirements. All information shall be confined to the appropriate volume. The applicant shall confine submissions to essential matters, sufficient to define the Proposal details, in a concise manner, to permit a complete and accurate evaluation of each Proposal. Each volume shall consist of a Table of Contents, Summary Section and the Narrative discussion. The Summary Section shall contain a brief abstract of the volume. Proprietary information shall be clearly marked.

The proposal must contain resumes of KEY personnel proposed to work on this task order. Key personnel are defined as staff above the junior level who will devote substantial time to the effort and may be responsible for leading tasks. The technical proposal must include a table with the projected hours all proposed individuals will devote to this task order, by task and by optional services component. This table MUST include both row and column totals. The technical proposal must indicate the hours or percent time devoted to other concurrent contracts by key personnel and task leaders.

The following shall be included in the Narrative discussion:

VOLUME I: TECHNICAL PROPOSAL NARRATIVE

FACTOR 1: TECHNICAL

Vendors are to present their technical proposal for providing technical assistance to RETAIN awardees and all tasks as specified under PART 5, demonstrating a thorough understanding of the department’s technical needs.
and a strong creative approach. The written narrative should demonstrate the offeror’s ability to present complex, innovative technical assistance material in an accessible yet accurate manner.

There are three subfactors within Factor 1: a) technical design and approach; b) qualifications of personnel and staffing plan; and c) organizational/corporate qualifications, management, quality control plan, and relevant past technical experience.

**Subfactor 1.a – TECHNICAL DESIGN AND APPROACH**

The proposal should demonstrate a thorough understanding of DOL’s interest in and objectives for the RETAIN Demonstration Projects and the interests and needs of key stakeholders at various levels. It should demonstrate a thorough knowledge and understanding of the related programmatic and methodological issues that must be considered in carrying out the tasks and producing materials of greatest utility. The proposal should go beyond reiterating what is written in this Performance Work Statement.

A strong proposal will include creative and innovative strategies that can be expected to substantially enhance the quality of the work or specific tasks or save time or other resources. Additionally, the approaches proposed should reflect a thorough understanding of potential challenges and methods to address them to ensure successful completion of the tasks, as described in the Performance Work Statement, on time and within budget. Milestones and/or phasing charts should be used to illustrate a logical sequence of proposed events to complete the project within the periods specified.

Proposals must address:

- a) the issues underlying RETAIN (i.e., those it is designed to address) and demonstrate a thorough understanding of the current programmatic and policy context;
- b) proposed plans to assess and address data systems development/enhancement needs;
- c) proposed plans for site visits to assess programmatic technical assistance needs;
- d) proposed plan for partnering to ensure all necessary subject matter expert areas and other technical requirements are available;
- e) proposed plan for communication and coordination, including with the independent evaluator;
- f) proposed plan for planning and implementing annual awardee meetings during Phase 2;
- g) proposed plan for measuring the effectiveness of technical assistance provided under this contract; and
- h) proposed task plan and schedule (timeline or Gantt chart) to carry out the required tasks (See PART 5 SPECIFIC TASKS for a list of required tasks).

In addition to providing a detailed description of the technical design and approach to meet the requirements of the Tasks (enumerated in Part 5 – Specific Tasks), the narrative should clearly present the vendor’s proposed approach to the project at the highest level of quality and rigor. The vendor should clearly explain how it proposes to accomplish each component of this project. Vendors should note, while many final decisions about the tasks will be determined after the contract has begun; a strong proposal will include detailed information about possible and/or optimal approaches, options, and potential obstacles.

**Subfactor 1.b - QUALIFICATIONS OF PERSONNEL AND STAFFING PLAN**
The proposal should demonstrate a thorough understanding of the complexities and skills associated with the array of tasks and subtasks required under the contract.

Successful performance of the proposed work depends heavily on the qualifications of the individuals proposed for this project and the appropriate roles proposed for each. In this section of the proposal, the offeror shall provide sufficient information for the Government to judge the quality, experience, and competence of staff proposed to be assigned to carry out the tasks and to assure that they meet the required qualifications. The section should also include a staffing chart indicating staff proposed for each task, the proposed hours, and estimated percentage of effort, along with the percentage of proposed staff devoted to other projects.

The offeror shall clearly specify the role and responsibilities of each proposed staff and discuss the qualifications of the individuals proposed for specific tasks. The proposal should identify the labor category for each individual, as well as a summary of the individual’s experience and qualifications, and an explanation of how the individual’s experience and qualifications relate to the tasks for which he or she will be utilized.

The offeror shall indicate the current employment status of personnel proposed for work i.e., whether these personnel are currently employed by the contractor, a subcontractor, a consultant, or future hire. If subcontractors or outside assistance are proposed, organizational control and specific responsibilities with respect to all tasks shall be clearly delineated so as to demonstrate and ensure responsiveness to the needs of the Government.

The proposal shall include:

- A staffing plan (chart) showing proposed personnel, by task, by hours, and by estimated percentage of effort.
- A chart listing all professional personnel (including outside consultants):
  - Names, project roles, qualifications, and experience of all professional personnel (including outside consultants);
  - Their education, skills and previous similar work experience, specifically with respect to their proposed task responsibilities, shall be discussed.
- A resume for each Subject Matter Expert proposed (as an Attachment, not counted towards page limit). At a minimum, the resume shall include:
  - The individual’s current employment status and previous work experience, including position title, dates in positions, duties performed, and employing organization. Duties shall be clearly defined in terms of the role performed.
  - A statement describing the relevant work that the individual has completed or is currently undertaking.
  - The individual’s educational background.

Labor categories and minimum standards. Please note the minimum qualifications for each position. Proposed staff must meet these qualifications for each of the proposed labor categories identified for this Task Order.

Subfactor 1.c – ORGANIZATIONAL/CORPORATE QUALIFICATIONS, MANAGEMENT PLAN, QUALITY CONTROL PLAN, AND RELEVANT PAST PROJECTS
In this section of the proposal, the offeror should describe in adequate detail for the Government to assess (per Evaluation Factors below) the capability of the vendor to manage the required tasks and overall project, maintain appropriate quality control procedures to ensure timely completion of high quality tasks and products required, and manage and coordinate all tasks, staff, and subcontractors to achieve high performance on all tasks.

The proposal should demonstrate that the offeror has sufficient and relevant corporate experience in successfully supporting studies or projects of similar type and scope and that corporate facilities are available and adequate to meet the requirements of the proposed effort. The proposal should demonstrate that appropriate corporate management procedures are in place to ensure high quality work and products across all involved organizations and that adequate corporate procedures are in place for reviewing and ensuring that work is on schedule and within budget.

The section should also include brief summaries of recent relevant projects of similar scale, scope, and methodology, including a description of the technical designs, period of performance, funder/sponsor, funding project officer, project director, and reports and products. The proposal shall include 5 projects conducted by the prime contractor and 3 projects for each subcontractor.

The Government may utilize other past performance information which may be obtained from other sources known to the Government, such as PPIRS or FAPIIS.

**VOLUME II – PRICE**

The bidder shall provide pricing for services listed in the RFQ to perform the resultant contract. Complete the pricing schedule in the attached SF1449 of solicitation for the base and all option periods.

**M - EVALUATION FACTORS FOR AWARD**

**M.1 52.212-2 ADDENDUM TO EVALUATION--COMMERCIAL ITEMS (OCT 2014)**

**M.2 BASIS FOR AWARD**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The Government will evaluate quotes received using FAR Part 8 and the Best Value Tradeoff processes, Technical is significantly more important than Price. Non cost factors Volume I-Technical Approach and its significant subfactors are significantly more important than Volume II-Price.
Although price is the least important evaluation factor, if two (2) or more Offeror’s quotations are determined to be relatively equal with respect to non-price evaluation factors, price may become the determining factor in the award decision. Therefore, Offerors are encouraged to submit competitive pricing. Technical submissions that do not meet the minimum technical requirement(s) as stated in the PWS will not be considered in the price evaluation. The evaluation factors and sub-factors are identified below:

M.3 EVALUATION FACTORS

WEIGHTING OF EVALUATION FACTORS.

The major evaluation criteria for this solicitation are listed in the chart below as Factor 1 (Technical), which encompasses experience, technical approach, corporate and human resources, quality control and past technical and contractual performance, and Factor 2 (cost/price). Although technical factors/subfactors are of paramount consideration in the award of the contract, cost/price is also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. In any case, the Government reserves the right to make award(s) to that offeror whose proposal provides the best overall value to the Government.

Offerors are advised that award will be made to that offeror whose proposal provides the combination of features that offers the best or greatest overall value to the Government. The Government is more concerned with obtaining performance capability superiority rather than lowest overall cost. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve only slightly superior performance. Overall cost to the Government may become the ultimate factor for award of a contract as proposals become more equal based on other factors.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the Requirement. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of requirements of the Statement of Work. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria below.

**Evaluation Criteria:**

<table>
<thead>
<tr>
<th>Relative Order of Importance</th>
<th>Factor</th>
</tr>
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<tbody>
<tr>
<td>1.a</td>
<td>Factor 1.a: Technical Approach</td>
</tr>
<tr>
<td>1.b</td>
<td>Factor 1.b: Qualifications of Key Personnel and Staffing Plan</td>
</tr>
<tr>
<td>1.c</td>
<td>Factor 1.c: Organizational/Corporate Experience, Management Plan, Quality Control Plan, and Relevant Past Projects</td>
</tr>
<tr>
<td>2</td>
<td>Factor 2: Price</td>
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**Adjectival Ratings.** The following adjectival ratings for the Technical Factors (1a-c) will be used in awarding this contract:
Factor 1.a - Technical Approach

<table>
<thead>
<tr>
<th>ADJECTIVAL RATING</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>A proposal that satisfies all of the Government’s requirements with extensive detail to indicate thorough understanding of the context of the RETAIN demonstration projects and the TA requirements, methodological sophistication, design creativity and feasibility of the approach and a thorough understanding of the technical issues, potential problems and possible solutions to problems that may arise. Proposal offers numerous approaches not specified in the RFQ that significantly enhanced the strength of the required services, with an overall low degree of risk in meeting the Government’s requirements.</td>
</tr>
<tr>
<td>Very Good</td>
<td>A proposal that satisfies all of the Government’s requirements with substantial detail to indicate thorough understanding of the context of the RETAIN demonstration projects and the TA requirements, methodological sophistication and feasibility of the approach and a very strong understanding of the technical issues, potential problems, and possible solutions to problems that may arise. Proposal offers one or two approaches not specified in the Request that significantly enhanced the strength of the required services, and numerous minor strengths which are not offset by weaknesses. Overall low to moderate degree of risk in meeting the Government’s requirements.</td>
</tr>
<tr>
<td>Good</td>
<td>A proposal that satisfies all of the Government’s requirements with adequate detail to clearly indicate feasibility of the approach and a strong understanding of the problems that may arise. Proposal offers numerous minor strengths, which are not offset by weaknesses, with an overall moderate degree of risk in meeting the Government’s requirements.</td>
</tr>
<tr>
<td>Marginal</td>
<td>A proposal that satisfies all of the Government’s requirements with minimal but adequate detail to indicate feasibility of the approach and a minimal but adequate understanding of the problems, with an overall moderate to high degree of risk in meeting the Government’s requirements.</td>
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</table>
Unacceptable

A proposal that contains a major error(s), omission(s) or deficiency(ies) that indicates a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without a major rewrite or revision of the quote.

Factor 1.b - Qualifications of Key Personnel and Staffing Plan

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<thead>
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<th>ADJECTIVAL RATING</th>
<th>DEFINITION</th>
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<tbody>
<tr>
<td>Excellent</td>
<td>A proposal that presents highly qualified staff and key personnel as specified in the Government’s requirements, with extensive detail to indicate the skills, subject matter/programmatic expertise, education qualifications, and similar roles in relevant past projects. Proposal offers key personnel and staffing with demonstrated experience and success on relevant past projects. Proposal offers numerous highly qualified personnel at different levels and a clearly articulated staffing plan to accomplish the tasks beyond what is specified in the Request that will significantly enhanced the strength of the study, with an overall low degree of risk in meeting the Government’s requirements.</td>
</tr>
<tr>
<td>Very Good</td>
<td>A proposal that presents highly qualified staff and key personnel as specified in the Government’s requirements, with extensive detail to indicate the skills, subject matter/programmatic expertise, education qualifications, and similar roles in relevant past projects. Proposal offers key personnel and staffing with demonstrated experience and success on relevant past projects. Proposal offers highly qualified key personnel and a clearly articulated staffing plan not specified in the Request that will significantly enhance the strength of the study, with an overall low degree of risk in meeting the Government’s requirements. Overall low to moderate degree of risk in meeting the Government’s requirements.</td>
</tr>
<tr>
<td>Good</td>
<td>A proposal that satisfies all of the Government’s requirements for personnel and staff qualifications with adequate detail on the staffing plan and proposes staff have similar roles and experience on relevant past projects. Overall moderate degree of risk in meeting the Government’s requirements.</td>
</tr>
<tr>
<td>Marginal</td>
<td>A proposal that satisfies all of the Government’s requirements for key personnel and staff qualifications with minimal but adequate detail on staff qualifications and staffing plan. Overall moderate to high degree of risk in meeting the Government’s requirements.</td>
</tr>
</tbody>
</table>
Unacceptable

A proposal that contains a major error(s), omission(s) or deficiency(ies) in presenting qualification key personnel and staffing plan that indicates a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without a major revision of staffing proposed.

Factor 1.c – Organizational/Corporate Experience, Management Plan, Quality Control Plan, and Relevant Past Projects

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<tr>
<th>ADJECTIVAL RATING</th>
<th>DEFINITION</th>
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<tbody>
<tr>
<td>Excellent</td>
<td>A proposal that satisfies all of the Government’s requirements with extensive detail to indicate the vendor and any subcontractors have the organizational capacity and experience to conduct all components of the Requirement at the highest level of quality; strong organizational management capability, and quality control procedures in place that are specifically appropriate to this Requirement. Proposal clearly and concisely presents the organization’s high performance producing high quality technically rigorous products on recent relevant past projects of similar scope, substantive focus, and/or methodological tasks, with summaries of five relevant past projects including contact names of responsible parties at the sponsoring agency or foundation who can confirm high performance. Clear management structure and quality control procedures are presented in detail. The corporate experience, management and quality control procedures, and a strong record of technical performance on similar projects significantly enhanced the strength of the proposal, with an overall low degree of risk in meeting the Government’s requirements.</td>
</tr>
<tr>
<td>Very Good</td>
<td>A proposal that satisfies all of the Government’s requirements with substantial detail to indicate the vendor and subcontractors have the organizational capacity and experience to conduct all components of the Requirement at a high level of quality. Proposal clearly presents the organization’s high performance producing high quality technically rigorous products on five recent relevant past projects of similar scope, substantive focus, and/or methodological tasks, with summaries of five relevant past projects including contact names of responsible parties at the sponsoring agency or foundation who can confirm performance. The corporate experience, management and quality control procedures, and performance on recent past projects significantly enhanced the strength of the proposal, and numerous minor...</td>
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strengths which are not offset by weaknesses. Overall low to moderate degree of risk in meeting the Government’s requirements.

**Good**

A proposal that satisfies all of the Government’s requirements with adequate detail to clearly indicate relevant corporate experience, management and quality control, and performance on similar past projects. Proposal presents the organization’s technical performance producing quality evaluation products on five recent relevant past projects of similar scope, substantive focus, and /or methodological tasks, with summaries of projects including contacts. The proposal indicates numerous minor organizational, management, experience, and quality control strengths, which are not offset by weaknesses, with an overall moderate degree of risk in meeting the Government’s requirements.

**Marginal**

A proposal that satisfies all of the Government’s requirements for organizational, management, and quality control capacity, past satisfactory performance producing evaluation products on similar past projects with summaries and contacts, with minimal but adequate detail to indicate the capability, with an overall moderate to high degree of risk in meeting the Government’s requirements.

**Unacceptable**

A proposal that contains a major error(s), omission(s) or deficiency(ies) in presenting evidence of organizational, management, quality control capability on similar past projects indicates a lack of capacity required to satisfactorily conduct all required tasks, or involves a very high risk; and none of these conditions can be corrected.

**FACTOR 2: PRICE.**

The Government will evaluate offers for award purposes by adding the total of all CLIN prices, including all options to ensure that pricing is not unbalanced. Prices will be evaluated for completeness, accuracy, reasonableness, and balance and must be in the GSA schedule contract of the Offeror. The analysis of prices can be conducted by utilizing various cost and/or prices analysis techniques. All price Quotes will be evaluated to ensure the Offeror provides a detailed basis of estimate with appropriate cost element descriptions, supporting data and rationale, and methodology.

The Offeror is expected to propose a reasonable price. An evaluation of each Offeror’s price Quote will be made to determine if it is reasonable for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the technical Quote.
The Government will evaluate each Offeror's proposed labor hours, labor rates to the corresponding labor categories and the total proposed price, inclusive of all options. Any information included in the Offeror's price Quotes may be evaluated. This will include an evaluation of the extent to which proposed prices indicate a clear understanding of RFQ requirements and reflect a sound approach to satisfying those requirements. All Offeror's proposed tables, prices, rates, categories, and descriptions will be evaluated for reasonableness and acceptability using one or more of the following techniques:

1) Comparison of proposed prices received in response to the solicitation
2) Analysis of pricing information provided by the Offeror
3) Comparison of proposed prices with independent Government cost estimates
4) Review for responsiveness and accuracy in providing all price information under this section.

An Offeror's proposed labor categories, labor hours, and labor rates, and the list of ODCs and the total proposed cumulative price will be evaluated by using the above price analysis techniques to ensure that labor rates/prices and ODCs remain reasonable throughout the life of the contract. The Offeror's Price Quote shall represent the Offeror's best efforts to respond to the RFQ. The proposed labor rates and labor hours corresponding to the proposed labor categories shall be evaluated to ensure it is consistent with the unique methods of performance described in the Offeror's technical Quotes.

The Government may reject a Quote as unacceptable if it is materially unbalanced as to process for the base year and option year requirements. A Price Quote is unbalanced when it is based on labor hours, labor hour rates, or cumulative prices significantly less than cost(s) for some work and prices that are significantly overstated for other work including the ODCs.

The Offeror shall complete the Schedule of Supplies/Services page(s) of the Standard Form (SF) 1449, of the solicitation with pricing for the base and each option period. Each Offeror shall complete (fill-in and signatures) the solicitation sections provided with the solicitation. An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

QUOTE SUBMISSION

ALL QUOTES ARE TO BE SUBMITTED VIA EMAIL BY MONDAY, AUGUST 20TH, 2018, 11AM EST. TO EBUY AND STACY CONAWAY AT CONAWAY.STACY@DOL.GOV.
Any quote received after the due date and time will not be evaluated and will therefore be ineligible for award.

(End of provision)

THE GOVERNMENT DOES NOT ACCEPT TELEPHONIC INQUIRIES, QUESTIONS, OR INFORMATION. ALL QUESTIONS OR INQUIRIES MUST BE EMAILED TO THE POC ABOVE.