

As of 9-23-11

| | | | | | | | |
|--|---------------------|---|--|---|------------------------------|---|---------|
| -SOLICITATION, OFFER, AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/> No | | RATING | PAGE | OF PAGES | |
| 2. CONTRACT NO. | 3. SOLICITATION NO. | 4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input type="checkbox"/> NO | | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NO. | | |
| 7. ISSUED BY: | | | | 8. ADDRESS OFFER TO (If other than Block 7) | | | |
| SOLICITATION | | | | | | | |
| 9. Offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in _____ until _____ local time _____ (Hour) _____ (Date) | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. | | | | | | | |
| 10. FOR INFORMATION CALL: | A. NAME | | | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) | | | |
| 11. TABLE OF CONTENTS | | | | | | | |
| (X) | SEC | DESCRIPTION | PAGE(S) | (X) | SEC | DESCRIPTION | PAGE(S) |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| <input checked="" type="checkbox"/> | A | SOLICITATION/CONTRACT FORM | | <input checked="" type="checkbox"/> | I | CONTRACT CLAUSES | |
| <input checked="" type="checkbox"/> | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS | | | |
| <input checked="" type="checkbox"/> | C | DESCRIPTION/SPECS/WORK STATEMENT | | <input checked="" type="checkbox"/> | J | LIST OF ATTACHMENTS | |
| <input checked="" type="checkbox"/> | D | PACKAGING AND MARKING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| <input checked="" type="checkbox"/> | E | INSPECTION AND ACCEPTANCE | | <input checked="" type="checkbox"/> | K | REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS | |
| <input checked="" type="checkbox"/> | F | DELIVERIES OR PERFORMANCE | | <input checked="" type="checkbox"/> | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | |
| <input checked="" type="checkbox"/> | G | CONTRACT ADMINISTRATION DATA | | <input checked="" type="checkbox"/> | M | EVALUATION FACTORS FOR AWARD | |
| <input checked="" type="checkbox"/> | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |
| OFFER (must be fully completed by Offeror) | | | | | | | |
| 12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6) | | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | _____ CALENDAR DAYS % | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated) | | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR DUNS No. | | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | |
| 15B. TELEPHONE NO. (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/> | | 17. SIGNATURE | | 18. OFFER DATE | |
| AWARD (To be completed by Government) | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION DATA | | | |
| 22. RESERVED | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | |
| 24. ADMINISTERED BY (if other than item 7) | | | | 25. PAYMENT WILL BE MADE BY | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | 27. UNITED STATES OF AMERICA | | 28. AWARD DATE | |

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

The U.S. Department of Labor, Job Corps has a requirement for operating the _____ Job Corps center located at _____.

The North American Industry Classification System (NAICS) code for this acquisition is **611519**. The small business size standard is **\$35.5M**.

The contractor shall operate the aforementioned **Job Corps center**, which includes provision of academic, career technical, career success skills, and career development training, and related support services, for an estimated total of _____ residential male students, _____ residential female students, _____ nonresidential male students, and _____ nonresidential female students. The contractor shall operate residential quarters (housing) and services to all students as applicable.

The contractor shall provide **Outreach and Admissions** services in the state of _____ and shall ensure the arrival of a minimum of _____ students into the Job Corps program annually for residential male and female students, and nonresidential male and female students.

The contractor shall provide Post-Center **Career Transition Services** annually for _____ youth returning to the state(s) of _____.

All operations, services, and deliverables under these items shall be provided as specified in Sections C and F of this document.

| LINE ITEM | DESCRIPTION | ESTIMATED COST | NOT TO EXCEED COST ESTIMATE* |
|----------------------|--|---------------------------|---|
| 0001a | Transition Period | | |
| 0001 | Base Period Center Operations | | |
| 0002 | Outreach/Admissions Operations | | |
| 0003 | Career Transition Services Operations | | |
| 0004 | Construction, Rehabilitation, and Acquisition*** (CRA) | | |
| 0005 | Equipment* | | |
| 0006 | GSA Vehicles* | | |
| 0007 | Career Technical Skills Training* (CTST) | | |
| 0008 | Demonstration Projects – TBD** | | |
| 1001 | OY 1 Job Corps center operations | | |
| 1002 | Outreach/Admissions operations | | |
| 1003 | Career Transition Services operations | | |
| 1004 | Construction, Rehabilitation, and | | |

- Acquisition***(CRA)
 1005 Equipment*
 1006 GSA Vehicles*
 1007 Career Technical Skills Training
 (CTST)*
 1008 Demonstration Projects – TBD**

| | | | |
|------|--|--|--|
| 2001 | OY 2 Center Operations | | |
| 2002 | Outreach/Admissions Operations | | |
| 2003 | Career Transition Services Operations | | |
| 2004 | Construction, Rehabilitation, and Acquisition ***(CRA) | | |
| 2005 | Equipment* | | |
| 2006 | GSA Vehicles* | | |
| 2007 | Career Technical Skills Training* | | |
| 2008 | Demonstration Projects – TBD** | | |
| 3001 | OY 3 Center Operations | | |
| 3002 | Outreach/Admissions Operations | | |
| 3003 | Career Transition Services Operations | | |
| 3004 | Construction, Rehabilitation, and Acquisition***(CRA) | | |
| 3005 | Equipment* | | |
| 3006 | GSA Vehicles* | | |
| 3007 | Career Technical Skills Training* | | |
| 3008 | Demonstration Projects – TBD** | | |

* For capital line items including Construction, Rehabilitation, and Acquisition; Equipment; GSA Vehicles; and Career Technical Skills Training (CTST), a “not to exceed” (NTE) ceiling will apply for the base period and each option year of the contract. Any portion of the funding not used in each year will be included in the contract ceiling for the next contract year.

**For Demonstration Projects, a “not to exceed” ceiling will be negotiated, if Demonstration projects are identified, and incorporated by contract modification.

*** Note: Construction, Rehabilitation, and Acquisition (CRA) is not broken down by year. The above CRA NTE amount is for the total of the 5-year contract period.

SECTION C. STATEMENT OF WORK

INTRODUCTION

This Statement of Work sets forth the contract performance requirements for the operation and management of a Job Corps center.

C.1 GENERAL

A. Background

Job Corps is a national residential training and employment program administered by the U.S. Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is Title I, Subtitle C, of the Workforce Investment Act of 1998.

Job Corps provides comprehensive career development services to students including academic, career technical, career success and independent living skills, career readiness training, and support services. The unique combination of services provided in Job Corps is intended to prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

B. Objective

The contractor shall provide material, services, and all necessary personnel to operate a Job Corps center (Center). The contractor shall provide economically disadvantaged (or low-income) youth, enrolled at ages 16 through 24 years old, with a comprehensive range of career development services leading to employment and long-term attachment to the workforce. The contractor shall:

1. Provide academic, career technical, career success, employability, and independent living skills training.
2. Provide health care, counseling, and other support services as needed.
3. Conduct program operations in a setting that is clean, well maintained, and safe.
4. Assist youth in obtaining employment, additional education or training, or entry into the Armed Forces.
5. Provide support that prepares graduates to maintain long-term attachment to the labor market or further educational opportunities.

6. Integrate center operations with the local workforce development systems, employers, the business community, and community-based organizations.

The general scope of work includes the participation of the contractor in Demonstration projects initiated by the U.S. Department of Labor. An equitable adjustment shall be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the disputes clause.

C. Center Design

The center shall operate at an estimated, planned, average on-board strength as noted below:

| Category | Number |
|--|---------------|
| Residential Male Students | |
| Residential Female Students | |
| <i>Subtotal Residential Students</i> | |
| Nonresidential Male Students | |
| Nonresidential Female Students | |
| <i>Subtotal Nonresidential Students</i> | |
| Estimated Total Average On-Board Strength | |

The contractor shall be continually prepared to receive a sufficient number of students to maintain the average on-board strength capacity noted above and a surge capacity of 103 percent. Performance up to 103 percent of capacity shall be performed within the estimated cost of this contract. Performance below 100% for a prolonged period may result in a reduction in the estimated total average on-board strength. Accordingly, the Government reserves the right to reduce the resulting estimated cost of this contract.

In the event that nonresidential students are enrolled, they shall be provided the following services, in addition to the core services available to all students:

1. Transportation for training days and for recreational activities.
2. A locker, lock, and nonresidential student lounge.
3. Lunch for all training days.
4. Breakfast on all training days.
5. Supper and weekend meals if the student wishes to remain on center.

Transportation at additional cost to the center is not mandatory when students stay for supper and weekend meals.

6. All benefits residential students receive, except as noted herein.

Nonresidential students shall be considered to be in the performance of duty as Federal employees from the time they physically arrive at any scheduled center activity or program until they leave such activity or program.

D. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program operation and reporting requirements in one document and is hereby incorporated into this contract by reference. The Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 670. The contractor shall follow the PRH, the Regulations, and all other requirements established in this contract. The PRH is available at:

<http://www.jobcorps.gov/AboutJobCorps/performanceplanning.aspx>

E. Career Technical Training by National Office Contractors

A portion of the career technical training offered in this program may be training implemented under separate contracts between the U.S. Department of Labor and one or more national training contractors (NTCs) under the terms and conditions specified in the Memorandum of Understanding shown in the PRH as Appendix 302. (Any training programs operated by NTCs are identified in Section C.3.C.13.)

C.2 SITE

The _____ Job Corps Center is located near/in the city _____, county _____, state of _____. The property and site are described in the Facility Survey dated _____, which is available as an electronic attachment to this RFP.

C.3 PROGRAM CONTENT

A. Outreach and Admissions

The contractor shall perform outreach and admissions activities as required by this contract, which ensure that the Job Corps program maintains a positive public image, maintains a ready supply of eligible and committed applicants, and works in partnership with individuals, communities, organizations, employers, and state and local workforce development systems.

1. **Outreach:** The contractor shall promote positive public awareness about the Job

Corps program and shall ensure that the center is an active partner within the local community and with the state's workforce investment system. The contractor shall provide support to Outreach and Admissions contractors to ensure that the center is maintained at overall design capacity. The contractor shall establish relationships with and mechanisms to involve the local community, employers, and business organizations in the operation of the Job Corps center through center industry councils and business and community liaison activities. Public education and community/employer involvement shall be conducted in accordance with PRH 1.1.

2. Direct Outreach and Admissions: (applies to centers with direct outreach goals and is is not applicable to this contract)

The contractor's performance shall be measured against the goals established by the National Director of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

Youth screened for the _____ Job Corps Center shall come from: _____

The contractor shall be expected to recruit and screen sufficient numbers of applicants to generate arrivals in accordance with the delivery schedule in Section F.

- a. **Eligibility Determination and Screening Factors:** The contractor shall assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH 1.2 and Exhibit 1-1.
- b. **Information to Applicants:** The contractor shall provide applicants with accurate information about the Job Corps program, and about specific Job Corps centers, in accordance with PRH 1.3.
- c. **Readmission:** The contractor shall assess and verify that applicants for readmission meet criteria found in PRH 1.4.
- d. **Applicant Assignments:** The contractor shall provide a regular flow of applicants for assignment to centers in accordance with regional procedures and PRH 1.5.
- e. **Enrollment Readiness:** The contractor shall ensure that assigned applicants are fully prepared for successful center enrollment in accordance with requirements listed in PRH 1.6.

B. Career Preparation Period

The contractor's performance shall be measured against the goals established by the National Director of Job Corps each year in the Outcome Measurement System.

The contractor shall provide each new student with comprehensive Career Preparation activities designed to assist the student to acclimate to center life, fully participate in center activities, set career goals, and acquire basic skills to enhance job readiness and job search competencies, in accordance with PRH 2.

1. **Center Plan:** The contractor shall develop a comprehensive Career Preparation Plan that will ensure efficient and effective delivery of services to students. Specific requirements for a delivery system are outlined in PRH 2.1.
2. **Introduction to Center Life:** The contractor shall provide a comprehensive introduction to center life for new arrivals. The program shall provide activities to assist students in learning about center offerings, standards, and procedures and assist them in making a successful transition to center life. Requirements for program content and structure are contained in PRH 2.2.
3. **Student Assessment:** The contractor shall assess student needs and interests so that services can be assigned appropriately. Requirements for program content and structure are contained in PRH 2.3.
4. **Personal Counseling:** The contractor shall provide initial intervention and counseling services to address the personal and social development needs of students, and to coordinate the delivery of center and community services. Requirements are contained in PRH 2.4.
5. **Student Career Planning:** The contractor shall provide students with a program of career exploration, and assist students in selecting their career technical training programs and developing Personal Career Development Plans, in accordance with requirements contained in PRH 2.5.
6. **Navigating the Labor Market:** The contractor shall provide new students with an introduction to fundamental job search and information technology skills needed to successfully navigate the labor market. Requirements are contained in PRH 2.6.
7. **Career Success Standards:** The contractor shall provide new students with an overview and introduction to center expectations, behavioral standards, and the Career Success Standards they will be expected to meet during enrollment in order to successfully participate in the program and become employable as required in PRH 2.7.
8. **Personal Development Skills:** The contractor shall provide new students with an introduction to social and employability skills, conflict resolution skills, and introductory driver's education training to facilitate employment readiness and

successful participation in the Job Corps program. Requirements for program content and structure are contained in PRH 2.8.

- 9. Career Development Readiness:** The contractor shall ensure that students are fully prepared for successful participation in the Career Development Period by providing services required in PRH 2.9.

C. Career Development Period

The contractor's performance shall be measured against the goals established by the National Director of Job Corps each year in the Outcome Measurement System.

The contractor shall provide an integrated program of center-based, work-based, and independent living skills training that shall meet all the requirements of PRH Chapter 3. The program shall be delivered to ensure that students:

- Acquire the academic, technical and career success foundation skills, specific knowledge, and competencies needed to achieve their career goals.
- Understand how to progress in the workplace environment.
- Move successfully from the learning environment to the work environment.
- Experience personal growth.
- Learn self-management, personal responsibility, and both community and independent living skills.

At a minimum, the training program shall consist of:

- 1. Center Plan:** The contractor shall develop a comprehensive Career Development Plan that will ensure efficient and effective delivery of work place and life skills training to students. Specific requirements for a delivery system are outlined in PRH 3.1.
- 2. Administration and Management of Career Development Services:** The contractor shall develop administrative processes to ensure efficient and effective delivery of training to students. Specific requirements for a delivery system are outlined in PRH 3.2.
- 3. Personal and Career Counseling:** The contractor shall provide students with personal and career counseling services to assess individual needs, provide career guidance, and deliver appropriate services to meet individual needs. Personal and Career Counseling services shall be performed in accordance with the requirements of PRH 3.3.

- 4. Student Standards of Conduct:** The contractor shall develop a system that promotes high standards of student conduct through the application of incentives and sanctions. The contractor shall maintain an environment that is free from drugs and violence. Students shall be provided with opportunities for due process in disciplinary proceedings. Rules and procedures for student conduct are provided in PRH 3.4.
- 5. Evaluation of Student Progress:** The contractor shall provide a system for periodically evaluating student progress and collaborating with students to set short- and long-range career goals. Required content is found in PRH 3.5.
- 6. Center-Based Learning Standards:** The contractor shall establish standards for curriculum design, development, and implementation. Requirements for content and structure are contained in PRH 3.6.
- 7. Career Success Standards:** The contractor shall provide students with a center culture that regularly fosters opportunities to learn and practice a set of behavioral expectations that support employability and social development for career success as required in PRH 3.7.
- 8. Work-Based Learning Standards:** The contractor shall incorporate work-based learning as a primary instructional method of training. Students shall be provided opportunities to learn about career opportunities and employer expectations, and to learn about and apply new occupational skills in actual workplaces and on work projects, including CTST projects. Specific requirements regarding training methods and procedures are found in PRH 3.8.
- 9. Reading:** The contractor shall develop and administer reading skills instruction that provides students with the skills needed for employment in their chosen careers and assists them to function independently in society. Instruction is required for each of the reading competencies listed in PRH 3.9.
- 10. Mathematics:** The contractor shall develop and administer instruction in mathematics skills that provides students with the skills needed for employment in their chosen careers. Instruction is required for each of the mathematics competencies listed in PRH 3.10.
- 11. GED Certificate/High School Diploma:** The contractor shall provide students with the skills and knowledge necessary to pass the examination for the General Educational Development certificate (GED) or to obtain their High School Diploma (HSD). The contractor shall make every possible effort to assure that students attain their GED or HSD. Specific requirements for the GED/HSD program are found in PRH 3.11.
- 12. English as a Second Language (ESL):** The contractor shall provide students with limited English proficiency the opportunity to develop English language and

acculturation skills. Specific requirements for ESL are contained in PRH 3.12.

13. Career Technical Training: The contractor shall provide individualized competency-based career technical training for students. Training shall provide students with the skills required for entry-level employment in specific careers approved by the U.S. Department of Labor. Specific requirements for career technical training are listed in PRH 3.13.

The following career technical training programs will be offered at the center:

| Career Technical Training Offerings | Training Slots | Off Center |
|-------------------------------------|----------------|------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | |

*Indicates programs offered by National Training Contractors (NTCs)

**Indicates programs currently offered off-center

14. Concurrent Training (is is not applicable to this contract): The contractor shall broaden career technical training opportunities available to Job Corps students through linkages with external training providers. The program shall meet all the requirements of PRH 3.14.

15. Information Technology: The contractor shall provide students with instruction and practice in applied information technology, computer-based learning, and business-related technology. Specific skills and knowledge that must be incorporated into all training activities are outlined in PRH 3.15.

16. Residential Living: The contractor shall create a safe, clean, and attractive environment that allows students to learn and practice independent and community living skills. Requirements and content are found in PRH 3.16.

17. Wellness: The contractor shall provide instruction to students on practices that lead to physical and mental health and enhance employability. Instruction is required for each of the subjects listed in PRH 3.17.

- 18. Recreation and Leisure Time:** The contractor shall provide students with a comprehensive program of recreational activities and events that promotes productive and socially acceptable use of leisure time. Activities shall be provided that build self-esteem and enhance the Job Corps experience by providing opportunities for **all** students to participate in enjoyable and safe activities. The program shall meet all the requirements of PRH 3.18.
- 19. Student Government and Leadership:** The contractor shall develop and support activities that enable students to learn and practice skills in leadership, citizenship, and self-government. The activities shall include a student benefit fund, to be managed by student government with the assistance of center staff. Requirements for content and structure are contained in PRH 3.19.
- 20. Driver Education:** The contractor shall provide driver education training to all students who do not already possess driver's licenses. Students shall be provided the skills and knowledge necessary to pass the State examination and shall be given the opportunity to acquire a driver's license while enrolled. Specific requirements for driver education are contained in PRH 3.20.
- 21. Career Transition Readiness:** The contractor shall develop and implement systems and procedures to assist students to effectively transition from center life to the workforce. Requirements are detailed in PRH 3.21.

D. Career Transition Services

Post-Center Career Transition Services (is is not applicable to this contract):

The contractor shall provide or arrange for post-center career transition services for all eligible students:

enrolled at the _____ Job Corps center.
returning to the following geographic area: _____ **relocating**
to the following geographic area:

For purposes of this procurement, the contractor should anticipate an annual inflow of students for provision of career transition services in the numbers shown below.

 (Insert number) Graduates
 (Insert number) Former Enrollees

The contractor's performance shall be measured against the goals established by the National Director of Job Corps each year in the Career Transition Services Outcome Measurement System.

The contractor shall assist eligible students in entering and maintaining long-term attachment to the labor market or further educational opportunities and training by:

- Providing personalized career transition services.
- Providing access to services that support successful transition.
- Identifying and making referral to suitable employment or educational opportunities.

The final objectives of this effort shall be quality placement, continued attachment to the workforce, and career progression.

At a minimum, the program shall consist of:

- 1. Career Transition Plan:** The contractor shall develop a comprehensive Career Transition Plan that will ensure efficient and effective delivery of career transition services to eligible graduates and former enrollees. Specific requirements for the plan are outlined in PRH 4.1.
- 2. Eligibility for Services:** The contractor shall provide post-center career transition services to eligible graduates and former enrollees. Service shall be provided throughout the CTS service period prescribed by PRH 4.2.
- 3. Career Transition Services for Graduates:** The contractor shall maintain contact with separated graduates, provide assessments, conduct placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout the CTS service period to ensure the graduate remains connected to the labor market following separation. The contractor shall arrange to transfer responsibility if the individual relocates outside of the service area during the service period. Specific services are detailed in PRH 4.3.
- 4. Career Transition Services for Former Enrollees:** The contractor shall maintain contact with eligible, separated former enrollees during the service period until initial placement, to identify job leads and provide referrals, as specified in PRH 4.4.
- 5. Documentation, Reporting, and Verification:** The contractor shall establish a uniform system for documenting, verifying, and reporting Career Transition Services, using the criteria in PRH 4.5.

E. Management

The contractor shall provide direction, management, and administrative support to all functions and activities of the center. The contractor shall establish systems that ensure:

- Effective program organization and management.
- Program integrity and accountability.
- Staff professionalism and development.

At a minimum, the program shall consist of:

- 1. Program Management:** The contractor shall establish systems that ensure achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH 5.1.
- 2. Personnel:** The contractor shall recruit, hire, and retain qualified staff, in accordance with the requirements of PRH 5.2 and Exhibit 5-3. The contractor shall develop and implement policies which promote a working environment of equal opportunity that is free of race, gender, or ethnic bias.
- 3. Staff Training:** The contractor shall provide training opportunities which ensure that staff possess the knowledge and skills necessary to perform their job duties and enable them to serve as positive role models for students. Specific training requirements are detailed in PRH 5.3 and Exhibit 5-4.
- 4. Personal Safety and Security:** The contractor shall develop and implement procedures to ensure students feel safe and secure on center and their rights are protected. Rules for protection of students, staff, and property are outlined in PRH 5.4.
- 5. Management and Reporting of Significant Incidents:** The contractor shall develop and implement procedures to prevent, resolve, and report significant incidents in order to reduce negative impact on students, the community, and the Job Corps program. Guidelines for reporting and managing significant incidents are detailed in PRH 5.5.
- 6. Procurement and Property Management:** The center shall establish systems to procure property, services, and supplies in a cost-efficient and environmentally-friendly manner in accordance with Government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of Government-owned property, materials, and supplies, in accordance with PRH 5.6 and Appendices 505, 505a, and 505b. The contractor shall establish and maintain the Job Corps vehicle fleet in accordance with PRH 5.13 and Appendices 506, 507, and 508.
- 7. Financial Management:** The contractor shall develop and maintain systems to effectively plan, budget, and control expenses that shall safeguard public funds and ensure the cost-effective provision of services to meet program goals. The contractor shall establish and maintain a financial management system that meets all of the requirements of PRH 5.7 and Appendices 502 and 503.
- 8. Facilities:** The contractor shall establish and maintain a system for facilities maintenance in order to provide a safe and clean environment for students and

staff. Facilities shall be maintained and managed in accordance with PRH 5.9, 5.10, and 5.11.

- 9. Energy and Water Conservation:** The contractor shall operate an energy conservation program to promote energy conservation and reduce overall operations costs, in accordance with PRH 5.12.
- 10. Environmental Health:** The contractor shall ensure that students and staff work and live in environmentally healthy surroundings, in accordance with PRH 5.14.
- 11. Safety:** The contractor shall provide a safe training, living, and working environment and provide opportunities for students to learn and practice workplace safety procedures in accordance with PRH 5.14 through 5.20.

Contractors shall be accountable for understanding and complying with the new federally mandated Presidential initiative, Protecting Our Workers and Ensuring Reemployment (POWER), which begins in Fiscal Year (FY) 2011, and with Departmental goals relating to the measurable outcome of 100% timely filing of first aid, and Compensation Act – 1 and 2 (CA-1 and CA- 2) claims in the Safety and Health Information Management System (SHIMS). As part of POWER, Job Corps must improve performance in the following areas:

- a. Reduce total injury and illness case rates.
- b. Increase the timely filing of workers' compensation claims.
- c. Increase the timely filing of Form Number CA-7 (Claim for Compensation).
- d. Increase the timely filing of Form Number CA-16 (Authorization for Examination and/or Treatment).
- e. Speed up employees' (i.e., students') return to work in cases of serious injury or illness.

Protecting Our Workers and Ensuring Reemployment (POWER), which begins in Fiscal Year (FY) 2011, can be further researched at <http://www.dol.gov/owcp/dfec/power/>

12. Staff Housing (is is not available at this center):

The contractor shall operate and manage staff housing associated with this center. The contractor shall ensure that rates are charged in accordance with OMB Circular A-45, which implements 5. U.S.C. Section 5911 (1976). This regulation requires that basic rental rates be set at rates prevailing in the area for similar housing. Following is a description of staff housing provided:

The contractor shall submit a plan and schedule of rates pursuant to PL 88-459 for housing for non-students to the COTR, no later than 30 days after contract award. Collection of rent shall become income to the contract and be reported as a reduction to costs on center financial reports.

F. Administrative Support

The contractor shall develop systems for providing support services and benefits that:

- Facilitate students' successful participation in Job Corps.
- Accurately track and document student participation and achievements to ensure accountability.

At a minimum, the program shall consist of:

- 1. Student Attendance, Leave, and Absences:** The contractor shall establish systems to monitor and track student attendance, provide leave when appropriate, and respond promptly when students are absent without authorization. Required elements for each of these systems are listed in PRH 6.1.
- 2. Student Allowances and Allotments:** The contractor shall establish systems for issuing student allowances, allotments, and transition payments. The systems shall be uniformly administered and easily understood by the student population. Criteria for payment of allowances, allotments, and transition payments are detailed in PRH 6.2. and Exhibit 6-2.
- 3. Student Records Management:** The contractor shall maintain student records in a manner that ensures accurate documentation of the services and benefits provided to students and safeguards the confidentiality of student information. Required documents that centers must maintain, and procedures for disposition of records, are outlined in PRH 6.3.
- 4. Student Enrollments, Transfers, and Separations:** The contractor shall complete all enrollment, transfer, and separation transactions in accordance with PRH 6.4.
- 5. Student Clothing:** The contractor shall provide clothing for students and shall guide them in making wardrobe selections that are suitable for the workplace. Specific requirements concerning clothing allowances and recordkeeping systems are found in PRH 6.5.
- 6. Student Transportation:** The contractor shall provide economical transportation to students in accordance with PRH 6.6 and Exhibit 6-3. The contractor shall implement procedures for the recovery of unused transportation tickets, and shall reimburse the Government for the cost of unrecovered tickets in accordance with Job Corps policy.
- 7. Food Service:** The contractor shall provide students with well-balanced, nutritious meals in a dining environment that is clean, sanitary, attractive, and pleasant. Food service program requirements are described in PRH 6.7.

- 8. Student Civil Rights, Including Religious Rights, and Legal Services:** The contractor shall implement procedures that protect students' civil rights and promote an environment free from discrimination and harassment. Required processes for preventing and resolving student complaints are listed in PRH 6.8 and Appendix 602.
- 9. Student Support Services:** The contractor shall ensure that students receive the basic support services included in PRH 6.9. The contractor shall provide students with opportunities to vote and attend religious services if they so choose.
- 10. Student Health Services:** The contractor shall provide students with routine health services, support, and education, either directly or through referral to other providers, that shall enhance students' employability and encourage students to maintain a healthy lifestyle. Routine medical, dental, and mental health services and related health programs shall be delivered and administered in accordance with PRH 6.10, 6.11, 6.12, Exhibits 6-4, 6-5, and Appendix 607.
- 11. Child Care Arrangements:** The contractor shall assist Job Corps students to arrange suitable child care for their dependent children while they are enrolled in Job Corps, as described in PRH 6.13.
- 12. On-Center Child Care Program (is is not required):** The contractor shall provide a structured child development program at the _____ campus for approximately _____ children. Child development programs shall be operated in accordance with Exhibit 6-8 and Appendix 604.
- 13. Administration of Residential Parent/Child Program (is is not required):** The contractor shall provide a residential training program for approximately ___ single parents and their children. Parents and children shall live together in a dormitory specifically designed to accommodate children. The contractor shall provide a safe, healthy living environment for parents and their children by implementing procedures for handling emergencies and illness, and for ensuring the operator of the on-site Child Development Center follows similar procedures. Minimum requirements are found in PRH 6, Appendix 604, and Exhibit 6-9.
- 14. Center Environment:** The center is is not designated as a non-smoking center.

SECTION D. PACKAGING AND MARKING

All submissions should be clearly labeled on the outside of the box or envelop as responding to solicitation number .

The offeror should annotate the upper right hand corner of the outside cover of each section with the corporate name or acronym, section title, and “Copy # of #.” For example, the first copy of XYZ Corporation’s technical proposal would be labeled “XYZ—Tech, Copy 1 of 5” in the upper right hand corner of the outside page of the section.

SECTION E. INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND EVALUATION

All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the Contracting Officer's Technical Representative (COTR) at the contractor's offices, the Job Corps center, or the U.S. Department of Labor, Job Corps Regional Office. Inspection and acceptance activities required by this contract shall be performed as directed by the Contracting Officer.

E.2 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

In accordance with FAR 37.604, the Government shall conduct quality assurance and performance assessment functions to the extent necessary to determine whether the contractor has fulfilled the contract obligations pertaining to quality and quantity, including achievement of outcomes as specified in the contract. Under the terms of this contract, the contractor shall be eligible to earn incentive fee based on achievement of performance results within the Outcome Measurement System. (See Incentive Fee Plan, Section G.1.C.2)

SECTION F. DELIVERIES OR PERFORMANCE

F.1 TYPE OF CONTRACT

This is a **Cost Plus Incentive Fee** Contract.

F.2 PERIOD OF PERFORMANCE

A. The contract period of performance is for a base period of two years with three, one-year option periods. The contractor shall operate the _____ (Name of Center) located in _____ (City), _____ (State), during the period of _____ (Date from) – (Date through) , and if appropriate, shall perform necessary functions related to a transition period for assuming responsibility for the operation of the center for the month of _____ (Date).

B. Input Schedule: Applicable Not Applicable

| Annual Arrival by Month | | | |
|-------------------------|------|--------|-------|
| Month | Male | Female | Total |
| January | | | |
| February | | | |
| March | | | |
| April | | | |
| May | | | |
| June | | | |
| July | | | |
| August | | | |
| September | | | |
| October | | | |
| November | | | |
| December | | | |
| Total: | | | |

C. Upon completion or termination of this contract, the contractor shall transfer to the successor contractor complete documentation regarding property transactions, student files, and other records as directed by the Contracting Officer.

F.3 CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|----------|--------------------------------------|
| 52.242-15 | (Aug-89) | Stop Work Order/Alternate I (Apr-84) |
|-----------|----------|--------------------------------------|

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 IDENTITY AND AUTHORITY OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (FAR 42.302)

A. The Contracting Officer's Technical Representative (COTR) will be appointed by separate letter and will have authority to act on behalf of the Contracting Officer limited to the extent set forth in B below. Under no circumstances is the Contracting Officer's Technical Representative (COTR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms, or conditions of the contract or order.

B. The COTR is authorized to:

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

Review and approve required plans, e.g., Career Development Service Systems (CDSS) Plan, Career Technical Skills Training (CTST) Plan, etc.

G.2 FUNDING AND FINANCIAL ADMINISTRATION

Payment of the contractor's cost shall be made in accordance with Part II, Contract Clauses, and Parts C and D below.

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of the Executive Level I pay rate. (Applicable Executive Pay Schedules are available at: <http://www.opm.gov/>). Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate equal to the authorized Executive Level 1 rate. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract, including subcontracted services.

The amount for which the contractor shall be reimbursed for Construction, Rehabilitation, and Acquisition of center facilities is provided in Part A. This amount shall be operative under this contract until such time as the Government may incrementally increase it.

The amount to be reimbursed to the contractor for purchased accountable property and the fixed day/month GSA rental charge exclusive of the GSA mileage charge and exclusive of excess personal property (as defined in the DOL Property Handbook for Employment and Training Administration contractors, including revisions and amendments thereto), is provided in Parts A and B. This amount shall be operative under this contract until such time as the Government may incrementally increase it.

The contractor agrees that the costs generated under rehabilitation and equipment shall be maintained in a separate accounting classification to be entitled "Center Facilities and Equipment Accounts," as outlined in PRH Chapter 5 and Appendix 502.

The Government and the contractor recognize that the estimated costs provided for in each of the 2 years of the initial contract period and in each of the option periods are solely for the individual periods designated and are not considered to be a cumulative amount. Therefore, if the contractor does not require the estimated costs for each designated contract period to meet the requirements of the contract, the Government reserves the right to reduce the estimated amount for that period to the amount of funds actually required for that period. This action shall generally take place after the completion of the designated period and the adjustment shall be applied to the total current estimated value of the contract, but it may take place more frequently, as warranted.

A. Estimated Cost, Fixed and Incentive Fee

The total estimated cost, fixed and incentive fees for this contract are shown below.

| Estimated Cost, Fixed & Incentive Fee | | 1 st Year | 2 nd Year | 2-Year Total |
|--|---|----------------------|----------------------|--------------|
| a. | Operations | | | \$ |
| b. | Fixed Fee | | | \$ |
| c. | Incentive Fee | | | \$ |
| d. | Demonstration Projects | | | \$ |
| e. | Total Center Operations: | | | \$ |
| f. | Construction, Rehabilitation, and Acquisition (CRA) | | | \$ |
| g. | Equipment | | | \$ |
| h. | GSA Vehicle Rental | | | \$ |
| i. | Career Technical Skills Training (CTST) | | | \$ |
| j. | Total Capital: | | | \$ |
| k. | Outreach/Admissions | | | \$ |
| l. | Fixed Fee | | | \$ |
| m. | Incentive Fee | | | \$ |
| n. | Total Outreach/Admissions: | | | \$ |
| O | Career Transition Services | | | \$ |
| p. | Fixed Fee | | | \$ |
| q. | Incentive Fee | | | \$ |
| r. | Total Career Transition Services: | | | \$ |
| Total Estimated Cost (e+j+n+r): | | | | \$ |

For capital line items including Construction, Rehabilitation, and Acquisition; Equipment; GSA Vehicles; and Career Technical Skills Training, a not-to-exceed (NTE) ceiling will apply from the effective date of this contract through all remaining contract years. Any portion of the funding not used in each year will be included in the contract ceiling for the next contract year.

Further, there shall be no fixed or incentive fee based on work involved with capital effort, which consists of work or purchases funded under the Construction, Rehabilitation, and Acquisition; Equipment; GSA Vehicle Rental; and CTST categories listed above. There shall be no increase in fixed fee unless there is an increase in the level of effort approved by the Contracting Officer. Indirect cost charges shall not be allowed for or based on Construction, Rehabilitation, and Acquisition; Equipment; GSA Vehicle Rental; or CTST costs.

| Base Period XX/XX/XXXX through XX/XX/XXXX | DESCRIPTION | <u>Not To Exceed Cost Estimate</u> |
|--|---|--|
| | Construction, Rehabilitation, and Acquisition (CRA) | \$ |
| | Equipment | \$ |
| | GSA Vehicle Rental | \$ |
| | Career Technical Skills Training (CTST) | \$ |

Estimated Average Operating Costs:

| Period of Performance | Estimated Cost Per Student Year |
|--|---------------------------------|
| _____ through _____ | \$ |
| _____ through _____ | \$ |
| Estimated Average Cumulative Student Year Cost: \$ _____ | |

B. Summary of Funds Available

The sum presently available for payment and allotted to this contract is noted in the table below:

| Cost Category | Amount |
|--|--------|
| Operations (Operations, Fixed & Incentive Fee) | \$ |
| Construction, Rehabilitation, and Acquisition | \$ |
| Equipment | \$ |
| GSA Vehicle Rental | \$ |
| CTST | \$ |
| Total Capital | \$ |
| Outreach/Admissions (Operations, Fixed & Incentive Fee) | \$ |
| Career Transition Services (Operations, Fixed & Incentive Fee) | \$ |
| TOTAL: | \$ |

It is estimated that the above-listed available operations funds shall cover the period through _____. Construction, Rehabilitation, and Acquisition, and equipment funds are allotted for the term of this contract. The fixed and incentive fees shall be paid out of the operations, outreach/admissions, and/or career transition services funds.

C. Payment and Payment Due Date

1. Allowable Costs

In accordance with Clause 52.216-7, "Allowable Costs and Payment," the contractor shall be reimbursed for allowable, allocable costs incurred in performance of the work under this contract. In addition to reimbursements for direct costs incurred, the contractor shall be reimbursed for indirect costs in accordance with the FAR 42.7, "Indirect Cost Rates." Indirect Cost Rates shall be negotiated by the U.S. Department of Labor's Office of Cost Determination or other cognizant audit agency.

| Indirect Cost | Base of Allocation | Rate for each Contract Year | | | | |
|--|--|-----------------------------|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| G&A | Total Costs, excluding G&A and Contractor's Fee | | | | | |
| Overhead Applicable Not Applicable | Total Direct Salaries and Wages (including/ excluding fringe benefits) | | | | | |
| | Total Indirect Cost | | | | | |

For billing purposes, costs shall be calculated using the approved provisional rate as shown above, until a final rate is established. In the absence of an approved provisional rate, a negotiated/proposed rate shall be used.

In no event shall the reimbursement for G&A exceed the following ceiling rate:
 ____%.

When final G&A and overhead rates are established, the total amount of Indirect Costs payable under this contract shall be determined by multiplying the final rate, or ceiling rate, whichever is lower, by the total amount of allowable costs incurred for Center Operations, Outreach/Admissions, and Career Transition Services. The total amount billed shall then be subtracted from this figure to determine the amount of G&A expense due to the contractor, or refund due to the Government in the event that the amount billed exceeds the total amount payable under the contract. Prime Contractors are responsible for ensuring their subcontractors who have agency approved or negotiated rates do not bill above those rates, or the prime contractor will be responsible for reimbursing the government.

2. Incentive Fee

Under the terms of this cost plus incentive fee contract, the contractor shall be paid a base fixed fee for Center Operations and, if applicable, for Outreach/Admissions (O/A) and Career Transition Services (CTS). The contractor shall have the opportunity to earn an incentive fee and a performance

excellence bonus for center operations, OA, and CTS performance based on achievement of goals. For purposes of this contract, the contractor’s performance and the amount of incentive fee earned shall be determined annually at the close of the contract year, based on achievement of goals within Job Corps’ Outcome Measurement System.

Annually, the National Director of Job Corps will establish a performance range for the upcoming Program Year. The performance range will identify maximum and minimum incentive fee payment levels as follows:

Maximum: level at which the contractor receives the maximum available incentive fee payment

Minimum: level below which the contractor receives no incentive fee payment

Incremental incentive fee payment levels will be established for each level of OMS performance (to one decimal point) within the established performance range.

In order to motivate and reward excellence in performance, those contractors whose performance exceeds the top of the National Performance Range will be eligible to earn a Performance Excellence Bonus. The bonus will be awarded for performance above the top of the National Performance Range.

Performance ranges may fluctuate from year to year based on performance history for the preceding year. The contractor’s performance will be evaluated based on the portion of the contract year that occurred during the Program Year for which the performance range was in effect.

Under the terms of this contract, fixed and incentive fees for Center Operations shall be as follows:

| Contract Year | Base Fixed Fee | Minimum Incentive Fee | Average Incentive Fee (Invoicing Level) | Maximum Incentive Fee | Maximum Performance Excellence Bonus |
|---------------|----------------|-----------------------|---|-----------------------|--------------------------------------|
| 1 | | \$ — | | | |
| 2 | | \$ — | | | |
| 3 | | \$ — | | | |
| 4 | | \$ — | | | |
| 5 | | \$ — | | | |

Under the terms of this contract, fixed and incentive fees for OA and CTS shall be as follows:

| Outreach/Admissions | | | | | |
|----------------------------|-----------------------|------------------------------|--|------------------------------|---|
| Contract Year | Base Fixed Fee | Minimum Incentive Fee | Average Incentive Fee (Invoicing Level) | Maximum Incentive Fee | Maximum Performance Excellence Bonus |
| 1 | | \$— | | | |
| 2 | | \$— | | | |
| 3 | | \$— | | | |
| 4 | | \$— | | | |
| 5 | | \$— | | | |

| Career Transition Services | | | | | |
|-----------------------------------|-----------------------|------------------------------|--|------------------------------|---|
| Contract Year | Base Fixed Fee | Minimum Incentive Fee | Average Incentive Fee (Invoicing Level) | Maximum Incentive Fee | Maximum Performance Excellence Bonus |
| 1 | | \$— | | | |
| 2 | | \$— | | | |
| 3 | | \$— | | | |
| 4 | | \$— | | | |
| 5 | | \$— | | | |

3. Payment Due Date

Payments under this contract shall be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. A proper invoice is defined in E below. All payments shall be made using Electronic Funds Transfer.

4. Prompt Payment

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts. Determinations of interest due shall be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

D. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount that may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours or employees;
2. Withholdings not specifically provided for by this contract; and
3. The recovery of overpayments.

E. Invoice Requirements

1. The contractor shall submit the original, plus two (2) copies, of the invoice claiming reimbursement for costs for provisional payment directly to the COTR for certification and forwarding to the cognizant payment office.

For incentive fee, the contractor shall invoice the Government at an amount equal to the incentive fee that would be earned for performance at the midpoint of the established performance range. At the end of the contract year, the Contracting Officer shall evaluate performance in accordance with the incentive fee performance range, and shall adjust (add or reduce) the incentive fee paid to the level earned by the contractor. In addition, Performance Excellence Bonuses will be awarded at the end of the contract year, along with other incentive fees earned by the contractor.

Invoices shall be submitted not more frequently than twice a month. Each invoice must contain, at a minimum, the following:

- a. Name of the business concern or agency preparing invoice;
 - b. Date invoice is prepared;
 - c. Contract number; and
 - d. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
2. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract.
 3. Standard Form 1034 shall be used for invoicing purposes and may be obtained at www.gsa.gov. Each invoice shall be numbered consecutively and shall include costs, G&A, fixed and incentive fee incurred for the current period; and a report reflecting the cumulative total costs, G&A and total cumulative fixed and incentive fee incurred.
 4. For the purpose of this contract, the COTR is hereby designated the authorized

representative for the Contracting Officer for processing provisional payment of invoices, except that the final invoice shall be forwarded to the Contracting Officer. The right to determine whether costs are allowable, disallowable, or should be suspended is not re-delegated, but is reserved for the Contracting Officer.

G.3 INTERPRETATION OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the Contracting Officer.

G.4 OPTION YEAR COSTS

The contractor agrees that the estimated costs for operating the Job Corps Center and for providing outreach/admissions and/or career transition services (if applicable) in each of the option years shall be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation. The amounts shown in the Option Year budget table provided below are therefore considered provisional, except that the fixed and incentive fee amounts are considered final unless changed by subsequent bilateral contract modification.

| Estimated Cost, Fixed and Incentive Fee | | | | |
|--|---|------------|------------|------------|
| Cost Category | | OY1 | OY2 | OY3 |
| a. | Operations | \$ | \$ | \$ |
| b. | Fixed Fee | \$ | \$ | \$ |
| c. | Incentive Fee | \$ | \$ | \$ |
| d. | Demonstration Projects | \$ | \$ | \$ |
| e. | Total Center Operations: | \$ | \$ | \$ |
| f. | Construction, Rehabilitation, and Acquisition (CRA) | \$ | \$ | \$ |
| g. | Equipment | \$ | \$ | \$ |
| h. | GSA Vehicle Rental | \$ | \$ | \$ |
| i. | CTST | \$ | \$ | \$ |
| j. | Total Capital: | \$ | \$ | \$ |
| k. | Outreach/Admissions | \$ | \$ | \$ |
| l. | Fixed Fee | \$ | \$ | \$ |
| m. | Incentive Fee | \$ | \$ | \$ |
| n. | Total Outreach/Admissions: | \$ | \$ | \$ |
| o. | Career Transition Services | \$ | \$ | \$ |
| p. | Fixed Fee | \$ | \$ | \$ |
| q. | Incentive Fee | \$ | \$ | \$ |
| r. | Total Career Transition Services: | \$ | \$ | \$ |
| Total Estimated Cost (e + j + n + r): | | \$ | \$ | \$ |

| OY 1 XX/XX/XXXX through XX/XX/XXXX | DESCRIPTION | <u>Not To Exceed Cost Estimate</u> |
|---|---|--|
| | Construction, Rehabilitation, and Acquisition (CRA) | \$ |
| | Equipment | \$ |
| | GSA Vehicle Rental | \$ |
| | Career Technical Skills Training (CTST) | \$ |
| | | |
| OY 2 XX/XX/XXXX through XX/XX/XXXX | Construction, Rehabilitation, and Acquisition (CRA) | \$ |
| | Equipment | \$ |
| | GSA Vehicle Rental | \$ |
| | Career Technical Skills Training (CTST) | \$ |
| | | |
| OY 3 XX/XX/XXXX through XX/XX/XXXX | Construction, Rehabilitation, and Acquisition (CRA) | \$ |
| | Equipment | \$ |
| | GSA Vehicle Rental | \$ |
| | Career Technical Skills Training (CTST) | \$ |

G.5 OPTIONS

A. Contract Terms and Conditions for Options

The Contracting Officer shall analyze the option year cost in relation to the current market price in deciding whether to exercise the option. In addition, factors to be considered by the Contracting Officer in the awarding of the option include the contractor's performance compared to performance standards established by the National Director of Job Corps, and the contractor's performance in terms of compliance and qualitative assessments.

In addition, there may be other factors impacting the option year decision. These include other terms and conditions of the contract, fair market value of similar contracts, the necessity of reducing disruptions to operations, innovations, corporate support, audit results, special review findings, other sources regarding compliance with this contract, as well as DOL administrative considerations.

If consideration and analysis of the above factors indicate a new contract is most advantageous to the Government, the option shall not be exercised. If the analysis of

the above factors results in a favorable determination that is advantageous to the Government, the option may be exercised.

B. Request for Change In Option Price

If, after exercise of the option, the contractor has reason to believe the total cost to the Government shall exceed the estimated cost as stated in the option, the contractor shall notify the Contracting Officer in accordance with Clause 52.232-22, Limitation of Funds. If the Contracting Officer determines that an increase in the option year price is required, and is not caused by a change in the scope of work, such price increase, if made, shall not include an increase in fee. If the price increase requested is a result of a scope of work change, an equitable fee adjustment shall be considered.

G.6 LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WITH REGULATIONS FOR SEPARATING STUDENTS/ISSUING LEAVES

The contractor agrees to comply with the current requirements for separating students from the program, to prevent artificially extending enrollment in violation of Job Corps requirements, and/or authorizing Invalid Leave Days. The contractor agrees further that the refundable cost to the Government for each day a student is improperly retained (counted in the reported on-board strength), or granted invalid leave, is 15% of the Student Year Cost per day. This amount is calculated as ("Student Year Cost" [as stated in the contract] divided by 365 days) multiplied by 15% to determine the "Cost per Invalid Day". This "Cost per Invalid Day" is then multiplied by the total number of Invalid Days. If the annual student cost is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

G.7 LIQUIDATED DAMAGES FOR PLACEMENTS FOUND TO BE INVALID

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to reimburse the Government in the amount of \$750 per invalid placement.

G.8 LIQUIDATED DAMAGES FOR MISREPORTED ACADEMIC AND CAREER TECHNICAL TRAINING CREDITS

The contractor shall be held liable for any and all Academic (GED/HSD) or Career Technical Training Completion credits that are determined to be invalid. The contractor shall be required to reimburse the government \$500 for each misreported GED/HSD and \$750 for each misreported Career Technical Completion.

G.9 FAILURE TO COMPLY WITH CONTRACT TERMS

The contractor shall be held liable for failure to comply with the terms of the contract, including any fraudulent activity resulting from the actions of the contractor or contract staff in accordance with the following clauses, incorporated by reference:

- | | | |
|-----------|----------|--|
| 52.203-8 | (Jan-97) | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity |
| 52.203-10 | (Jan-97) | Price or Fee Adjustment for Illegal or Improper Activity |

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

H.2 PAYMENT OF ROYALTIES

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer. Reimbursement to the contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity, scope, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents.

H.3 DUPLICATION OF EFFORT

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor shall include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. The contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

H.4 OTHER CONTRACTORS

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

H.5 TRAVEL AND PER DIEM

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer or at the following website: <http://www.gsa.gov>.

H.6 WAGE COMPARABILITY

A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum

wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); and (2) that DOL shall reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.2). In general, compensation should be limited to an amount that does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.

B. As appropriate and required, the contractor shall pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates.

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

A. The Service Contract Act of 1965 is not applicable to contracts for the operation and management of Job Corps centers. However, subcontracts awarded by contractors operating and managing Job Corps centers are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor.

B. Subcontracts awarded by contractors operating and managing Job Corps centers shall include FAR clause 52.222-41, in FAR 22.10, with such modifications as would otherwise be inappropriate had the clause been included in the prime contract.

C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.

D. The U.S. Department of Labor is responsible for obtaining prevailing wage rates for service-type subcontracts and shall make applicable wage rates a part of this contract.

E. Prime and/or subcontractors shall provide the Contracting Officer with a copy of any collective bargaining agreements affecting this contract, in accordance with FAR 22.1008-2.

H.8 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (EXECUTIVE ORDER 13495 - JANUARY 30, 2009)

The following clause is applicable to subcontracts awarded by contractors operating and managing Job Corps centers.

A. Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those

employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

B. Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors: (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge; (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b); and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

C. In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

D. If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order No.13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

E. In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include

provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for noncompliance, provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

H.9 WITHHOLDING

The Contracting Officer shall, upon his/her own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements that is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the prime contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

H.10 POLITICAL ACTIVITY

The contractor agrees that it shall not perform or permit any political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers, and trainees shall not be assigned to conduct political activities or instruction. Funds under this contract shall be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any political activities.

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

H.12 CONTRACT IDENTIFICATION NUMBER

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this

contract, or delivered hereunder.

H.13 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

H.15 PATENT RIGHTS

A. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it shall, and warrants that all of its employees who may be the inventors shall, execute all documents and do all things necessary or proper to effectuate such determination.

B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as shall have no access to technical data.

C. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.

D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.

E. In the event no inventions, improvements, or discoveries (whether or not patentable)

are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.

F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the U.S. Department of Labor..."

H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.

- Longshore workers instead of longshoremen.

B. Avoid the use of male and female gender work forms.

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

C. Include both sexes by using terms that refer to people as a whole.

- Human beings or people instead of mankind.

D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:

- Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the workforce.
- Recast into the plural. Most Americans spend 20 years of their lives in the work force.
- Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her:" An average American spends 20 years of his or her life in the work force.

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

- The lawyer made her final summation.

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

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

G. The use of artwork in publications should conform to the following guidelines:

- Strive to use racially and sexually balanced designs.
- Depict both men and women in artwork on general subject matters.
- Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

H.17 TITLES TO STUDIES

The contractor agrees that all studies, evaluations, proposals, and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

H.18 PRINTING AND DUPLICATING

This clause is applicable to all contracts that require printing/duplicating services as part of the contractor's performance.

The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform. If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the

Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy, and preparation of related illustrative material.

H.19 DISPOSITION OF DATA AND COPYRIGHTS

A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration; (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.

B. Subject to the provision of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.

C. The contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free, nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees, or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.

D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.

E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.

F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against

any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.

G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Department's Contracting Officer hereunder.

J. The contractor agrees that the Department's contracting officer hereunder shall determine the disposition of the title to any rights under any copyright secured by the contractor or its employees on copyrightable materials developed under this contract.

K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data, and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data, and know-how was delivered and/or deliverable under the terms and provisions of this contract.

H.20 DISPOSITION OF MATERIAL

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

H.21 CONSULTANTS

A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly, or fixed price).

B. The amount or rate of payment shall be determined on a case-by-case basis taking into account the level and difficulty of the work to be performed, the qualifications of the expert or consultant, the pay rates of comparable individuals performing similar work in Federal or non-Federal sectors, and the availability of qualified candidates.

In no event shall a consultant's allowable rate for any one day exceed the daily equivalent of the highest rate payable under the General Schedule or, if warranted, the highest rate under the Senior Level pay schedule. For consultants hired under the General Schedule, the daily rate is computed by dividing the annual GS-15, step 10, rate (excluding locality pay) by 2087 hours to find the hourly rate of pay and multiplying the hourly rate of pay by 8 hours. Current General Schedule pay rates may be found on the Office of Personnel Management website at <http://www.opm.gov/oca>. The same method shall be used to determine the daily rate for consultants hired under the Senior Level pay schedule. The current Senior Level pay schedule may be found at: <http://www.opm.gov/oca>.

The daily rate is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

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

H.22 RENTAL COST OF FACILITIES

The contractor shall request Regional Office approval prior to incurring costs for any rental facilities beyond those specified in this contract.

H. 23 CLOSE-OUT PACKAGE

In accordance with Job Corps' Regional Office Closeout Procedures and 29 CFR 95.71, Closeout Procedures, the contractor shall submit an invoice marked "Final" no later than 90 calendar days after contract expiration. Pursuant to Clause 52.216-7, Allowable Cost and Payments, final indirect cost rates must be requested by the contractor from its cognizant Federal agency no later than 180 calendar days after the close of each of the contractor's fiscal years. Immediately after the 180 calendar days for establishing final indirect cost rate for the last year of the contract, the contractor is allowed an additional 120 calendar days to submit a second final invoice.

Failure to comply with the time periods mentioned above may negatively impact a contractor's past effectiveness evaluation report and could affect future contract award decisions.

A closeout notification letter, documents, and instructions will be provided by the

Government 30 calendar days prior to the contract expiration.

H. 24 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:

A. 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;

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

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

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

E. 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.25 IDENTIFICATION OF SUBCONTRACTING OPPORTUNITIES

Each solicitation issued under this contract shall include language that clearly indicates that it is a subcontracting opportunity with the contractor. This is intended to ensure that potential bidders understand that solicitations issued in support of this contract are subcontracting opportunities with the contractor rather than prime contracting opportunities with the Department of Labor. For those solicitations posted through the Government Point of Entry, Federal Business Opportunities (FBO.gov), the contractor shall include the following statement:

SOLICITATION NUMBER: _____

Job Corps Center RFP

“THIS IS A SUBCONTRACTING OPPORTUNITY”. In addition, the signature block for the posting shall identify the name of the purchasing agent, the name of the contractor and the name of the Job Corps center.

SECTION I. CONTRACT CLAUSES AND PROVISIONS**I.1 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 shall make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| CLAUSE | DATE | TITLE |
|---------------|-------------|---|
| 52.202-1 | (Jul-04) | Definitions |
| 52.203-3 | (Apr-84) | Gratuities |
| 52.203-5 | (Apr-84) | Covenant Against Contingent Fees |
| 52.203-6 | (Sept-06) | Restrictions on Subcontractors Sales to the Government |
| 52.203-7 | (Oct 2010) | Anti-Kickback Procedures |
| 52.203-8 | (Jan-97) | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity |
| 52.203-10 | (Jan-97) | Price or Fee Adjustment for Illegal or Improper Activity |
| 52.203-12 | (Oct 2010) | Limitation on Payments to Influence Certain Federal Transactions |
| 52.203-13 | (Apr 2010) | Contractor Code of Business Ethics and Conduct |
| 52.203-14 | (Dec-07) | Display of Hotline Posters Posters: DOL OIG Hotline Obtain from: http://www.oig.dol.gov/public/hotlineposter.pdf |
| 52.204-4 | (May 2011) | Printed or Copied Double-Sided on Post Consumer Fiber Content Paper |
| 52.204-7 | (Apr-08) | Central Contractor Registration |
| 52.204-9 | (Jan 2011) | Personal Identity Verification of Contractor Personnel |
| 52.207-3 | (May-06) | Right of First Refusal of Employment |
| 52.209-6 | (Dec 2010) | Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment |
| 52.215-2 | (Oct 2010) | Audit and Records-Negotiation/Alternate I (Mar -09) |

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| 52.215-8 | (Oct-97) | Order of Precedence-Uniform Contract Data |
| 52.215-14 | (Oct 2010) | Integrity of Unit Prices |
| 52.215-15 | (Oct 2010) | Pension Adjustment and Asset Reversions |
| 52.215-17 | (Oct-97) | Waiver of Facilities Capital Cost of Money |
| 52.215-18 | (Jul-05) | Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions |
| 52.215-21 | (Oct 2010) | Requirements for Certified Cost or Pricing Data or Other Than Certified Cost or Pricing Data- Modifications/Alternate IV (Oct 2010) (b) C.O. will provide instructions on type of data to provide to complete a price reasonableness or cost realism assessment of the item or service being purchased as required by FAR 15.403-3 |
| 52.215-22 | (Oct-09) | Limitations on Pass-Through Charges - Identification of Subcontract Effort |
| 52.215-23 | (Oct-09) | Limitations on Pass-Through Charges |
| 52.216-7 | (Jun 2011) | Allowable Cost and Payment |
| 52.216-10 | (Jun 2011) | Incentive Fee |
| 52.217-8 | (Nov-99) | Option To Extend Services (30 days) |
| 52.217-9 | (Mar-00) | Option to Extend the Term of the Contract (a) 30 days; 60 days. (c) 5 years |
| 52.219-8 | (Jan 2011) | Utilization of Small Business Concerns |
| 52.219-9 | (Jan 2011) | Small Business Subcontracting Plan/Alternate II (Oct-01) |
| 52.219-14 | (Dec-96) | Limitations on Subcontracting |
| 52.219-16 | (Jan-99) | Liquidated Damages-Subcontracting Plan |
| 52.219-28 | (Apr-09) | Post-Award Small Business Program Representation |
| 52.222-1 | (Feb-97) | Notice to the Government of Labor Disputes |
| 52.222-2 | (Jul-90) | Payment for Overtime Premiums |
| 52.222-3 | (June-03) | Convict Labor |
| 52.222-4 | (Jul-05) | Contract Work Hours and Safety Standards Act-Overtime Compensation |
| 52.222-6 | (Jul-05) | Davis-Bacon Act – Secondary Site of the Work |
| 52.222-10 | (Feb-88) | Compliance with Copeland Act Requirements |

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| 52.222-11 | (Jul-05) | Subcontracts (Labor Standards) |
| 52.222-13 | (Feb-88) | Compliance with Davis-Bacon and Related Act Regulations |
| 52.222-21 | (Feb-99) | Prohibition of Segregated Facilities |
| 52.222-26 | (Mar-07) | Equal Opportunity |
| 52.222-35 | (Sept 2010) | Equal Opportunity for Veterans |
| 52.222-36 | (Oct 2010) | Affirmative Action for Workers with Disabilities |
| 52.222-37 | (Sept 2010) | Employment Reports on Veterans |
| 52.222-41 | (Nov-07) | Service Contract Act of 1965 |
| 52.222-50 | (Feb-09) | Combating Trafficking in Persons |
| 52.222-51 | (Nov-07) | Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements |
| 52.222-53 | (Feb-09) | Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements |
| 52.222-54 | (Jan-09) | Employment Eligibility Verification |
| 52.223-1 | (Dec-07) | Biobased Product Certification |
| 52.223-2 | (Dec-07) | Affirmative Procurement of Biobased Products Under Service and Construction Contracts |
| 52.223-3 | (Jan-97) | Hazardous Material Identification and Material Safety Data/Alternate I (Jul-95) |
| 52.223-4 | (May-08) | Recovered Material Certification |
| 52.223-5 | (May 2011) | Pollution Prevention and Right-to Know Information |
| 52.223-6 | (May-01) | Drug-Free Workplace |
| 52.223-10 | (May 2011) | Waste Reduction Program |
| 52.223-12 | (May-95) | Refrigeration Equipment and Air Conditioners |
| 52.223-15 | (Dec-07) | Energy Efficiency in Energy-Consuming Products |
| 52.223-16 | (Dec-07) | IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products |
| 52.223-17 | (May-08) | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts |
| 52.224-1 | (Apr-84) | Privacy Act Notification |

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| 52.224-2 | (Apr-84) | Privacy Act |
| 52.225-1 | (Feb-09) | Buy American Act-Supplies |
| 52.225-13 | (Jun-08) | Restrictions on Certain Foreign Purchases |
| 52.227-1 | (Dec-07) | Authorization and Consent |
| 52.227-2 | (Dec-07) | Notice and Assistance Regarding Patent and Copyright Infringement |
| 52.227-14 | (Dec-07) | Rights in Data-General |
| 52.228-7 | (Mar-96) | Insurance-Liability to Third Persons |
| 52.228-8 | (May-99) | Liability and Insurance-Leased Motor Vehicles |
| 52.230-2 | (Oct 2010) | Cost Accounting Standards |
| 52.230-3 | (Oct-08) | Disclosure and Consistency of Cost Accounting Practices |
| 52.230-6 | (Jun 2010) | Administration of Cost Accounting Standards |
| 52.232-9 | (Apr-84) | Limitation on Withholding of Payments |
| 52.232-17 | (Oct 2010) | Interest |
| 52.232-18 | (Apr-84) | Availability of Funds |
| 52.232-22 | (Apr-84) | Limitation of Funds |
| 52.232-23 | (Jan-86) | Assignment of Claims |
| 52.232-25 | (Oct-08) | Prompt Payment/Alternate I (Feb-02) |
| 52.232-33 | (Oct-03) | Payment by Electronic Funds Transfer-Central Contractor Registration |
| 52.232-34 | (May-99) | Payment by Electronic Funds Transfer-Other than Central Contractor Registration |
| 52.233-1 | (Jul-02) | Disputes/Alternate I (Dec-91) |
| 52.233-3 | (Aug-96) | Protest after Award/Alternate I (Jun-85) |
| 52.233-4 | (Oct-04) | Applicable Law for Breach of Contract Claim |
| 52.237-2 | (Apr-84) | Protection of Government Buildings, Equipment, and Vegetation |
| 52.237-3 | (Jan-91) | Continuity of Services |
| 52.237-7 | (Jan-97) | Indemnification and Medical Liability Insurance (Enter dollar threshold for each health service) |
| 52.242-1 | (Apr-84) | Notice of Intent to Disallow Costs |
| 52.242-2 | (Apr-91) | Production Progress Reports |

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| 52.242-3 | (May-01) | Penalties for Unallowable Costs |
| 52.242-4 | (Jan-97) | Certification of Indirect Costs |
| 52.242-13 | (Jul-95) | Bankruptcy |
| 52.242-15 | (Aug-89) | Stop Work Orders/Alternate 1 (Apr-84) |
| 52.243-2 | (Aug-87) | Changes-Cost Reimbursement/Alternate I (Apr-84) |
| 52.244-2 | (Oct-10) | Subcontracts/Alternate I (Jun-07) (e) Professional Health Services (k) None |
| 52.244-5 | (Dec-96) | Competition in Subcontracting |
| 52.244-6 | (Dec 2010) | Subcontracts for Commercial Items |
| 52.245-1 | (Aug-10) | Government Property |
| 52.245-9 | (Aug-10) | Use and Charges |
| 52.246-5 | (Apr-84) | Inspection of Services – Cost Reimbursement |
| 52.246-25 | (Feb-97) | Limitation of Liability-Services |
| 52.249-6 | (May-04) | Termination (Cost Reimbursement) |
| 52.249-14 | (Apr-84) | Excusable Days |
| 52.251-1 | (Aug 2010) | Government Supply Sources |
| 52.251-2 | (Jan-91) | Interagency Fleet Management System Vehicles and Related Services |
| 52.253-1 | (Jan-91) | Computer Generated Forms |

I.2 EXECUTIVE COMPENSATION REPORTING

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

A. *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a contractor’s general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. *Salary and bonus.*
2. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
5. *Above-market earnings on deferred compensation which is not tax-qualified.*
6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

B. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the contractor is responsible for notifying its subcontractors that the required information will be made public.

C. 1. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the contractor shall report the following information at <http://www.fsr.gov> for each first-tier subcontract. (The contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

- a. Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has a parent company.
- b. Name of the subcontractor.
- c. Amount of the subcontract award.
- d. Date of the subcontract award.
- e. A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

- f. Subcontract number (the subcontract number assigned by the contractor).
 - g. Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - h. Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - i. The prime contract number, and order number if applicable.
 - j. Awarding agency name and code.
 - k. Funding agency name and code.
 - l. Government contracting office code.
 - m. Treasury account symbol (TAS) as reported in FPDS.
 - n. The applicable North American Industry Classification System code (NAICS).
2. By the end of the month following the month of a contract award, and annually thereafter, the contractor shall report the names and total compensation of each of the five most highly compensated executives for the contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—
- a. In the contractor's preceding fiscal year, the contractor received—
 - i. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), and cooperative agreements; and
 - ii. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), and cooperative agreements; and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
3. Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—
- a. In the subcontractor's preceding fiscal year, the subcontractor received—

- i. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), and cooperative agreements; and
 - ii. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), and cooperative agreements; and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- D. 1. If the contractor in the previous tax year had gross income, from all sources, under \$300,000, the contractor is exempt from the requirement to report subcontractor awards.
 2. If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the contractor does not need to report awards to that subcontractor.
- E. Phase-in of reporting of subcontracts of \$25,000 or more.
 1. Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.
 2. From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.
 3. Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

I.3 RESPONSIBILITY MATTERS

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (Jan 2011)

A. *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This

includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

1. The total value of all current, active contracts and grants, including all priced options; and
2. The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

1. The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
2. If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 - a. Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - a) The payment of a monetary fine or penalty of \$5,000 or more; or
 - b) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

- b. If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- c. The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see [52.204-7](#)).

I4 RESPONSIBILITY MATTERS UPDATES

52.209-8 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

A. The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

B. 1. The Contractor will receive notification when the Government posts new information to the Contractor's record.

2. The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

3. (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.5 OWNERSHIP CHANGES

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

The contractor shall make the following notifications in writing:

- A. When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

- B. The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
 - 1. The contractor shall –
 - a. Maintain current, accurate, and complete inventory records of assets and their costs;
 - b. Provide the ACO or designated representative ready access to the records upon request;
 - c. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and
 - d. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.
 - 2. The contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 CONTRACT ALTERATIONS

52.252-4 ALTERATIONS IN CONTRACT (Apr 1984)

Portions of this contract are altered as follows:

_____ (enter any alterations) _____

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

| NUMBER | TITLE |
|---|---|
| The following attachments are included in full text in the RFP | |
| J-1 | Cost and Price Analysis Summary |
| J-2 | Statement of Financial Capability (ETA 8554) |
| J-3 | Financial Display By Year, ETA 2110 Format - Center(For instructions, see PRH Chapter 5, Appendix 502) Financial Display By Year, ETA 2110OA Format – OA/CTS (For instructions, see PRH Chapter 5, Appendix 503) |
| J-4 | Staffing Chart |
| J-5 | List of Career Technical Skills Training (CTST) Slots |
| J-6 | Job Corps Incentive Fee Plan |
| J-7 | Subcontracting Plan Summary Sheet |
| The following documents are available as electronic attachments and may be downloaded. | |
| J-8 | Facility Survey, including: <ul style="list-style-type: none"> • Site Map • Square foot facility utilization table |
| J-9 | Computerized Property Management Listing |
| J-10 | Inventory Estimate - Estimate of inventory value to be turned over by the incumbent contractor by category |
| J-11 | Utilities and Fuel Usage for last Contract Year |
| J-12 | National Staff Compensation Report Data |
| J-13 | Collective Bargaining Agreement (if applicable) |
| J-14 | Regional Career Pathway Plan |
| The following applicable documents are available at the websites listed below: | |
| J-15 | Performance Report Cards available at: |

http://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx

- OMS 10 Center Report Card
- OA OMS 10 – Outreach/Admissions Report Card (if applicable)
- CTS OMS 10 – Career Transition Services Report Card (if applicable)

The following reports are available on request:

- MPO35 – Monthly Center Summary Report
- MSO 20 – Educational Attainment Report
- CTTRC – Career Technical Training Report Card

J-16 Davis-Bacon Wage Determination

Applicable wage determinations are available at <http://www.wdol.gov> found under State of _____, _____ County:

General Decision Number: _____ dated _____

General Decision Number: _____ dated _____

J-17 Service Contract Act Wage Determinations

Applicable wage determinations are available on the DOL Wage and Hour website <http://www.wdol.gov>, and found under the State of _____, _____ County.

Wage Determination No. _____, Dated _____

J-18 State of _____ Workforce Investment Goals: http://www._____

ATTACHMENT J-1 (page 1 of 4)

| COST AND PRICE ANALYSIS SUMMARY | | | |
|--|--|-------------------------------------|-------------------------------------|
| Cost Category | | 1st Contract Year | 2nd Contract Year |
| 1 | Staff Salaries Excluding Fringe | \$ | \$ |
| 2 | Fringe Benefits for Staff | \$ | \$ |
| 3 | Staff Travel & Per Diem | \$ | \$ |
| 4 | Consultants Costs | \$ | \$ |
| 5 | Subcontract Costs | \$ | \$ |
| 6 | Materials & Supplies | \$ | \$ |
| 7 | Communications Costs | \$ | \$ |
| 8 | All Other Direct Costs | \$ | \$ |
| 9 | Total Estimated Direct Costs | \$ | \$ |
| 10 | General and Administrative Costs (____%) | \$ | \$ |
| 11 | Total Estimated Direct/Indirect Costs | \$ | \$ |
| 12 | Fixed Fee | \$ | \$ |
| 13 | Incentive Fee | \$ | \$ |
| 14 | Total Estimated Cost Including Fixed & Incentive Fee | \$ | \$ |

ATTACHMENT J-1 (page 2 of 4)

| FRINGE BENEFITS | | % | 1st Year Pay Base (a) | 2nd Year Pay Base (b) | Fringe 1st Year (%*a) | Fringe 2nd Year (%*b) |
|-------------------------------|--|----------|---|---|---|---|
| 1 | Unemployment Insurance | | \$ | \$ | \$ | \$ |
| 2 | FICA | | \$ | \$ | \$ | \$ |
| 3 | Worker's Compensation | | \$ | \$ | \$ | \$ |
| 4 | Health Insurance | | \$ | \$ | \$ | \$ |
| 5 | Dental Insurance | | \$ | \$ | \$ | \$ |
| 6 | Life Insurance | | \$ | \$ | \$ | \$ |
| 7 | Retirement/Pension | | \$ | \$ | \$ | \$ |
| 8 | Other (Specify) | | \$ | \$ | \$ | \$ |
| 9 | Total Costs of Fringe Benefits | | | | \$ | \$ |
| ADDITIONAL INFORMATION | | | | | \$ | \$ |
| 10 | Estimated Overtime/Holiday Premium Pay | | | | \$ | \$ |
| 11 | Estimated Night Differential | | | | \$ | \$ |
| 12 | Number of Staff Paid Holidays | | | | \$ | \$ |
| 13 | Estimated Total Number Staff Vacation Days | | | | \$ | \$ |

ATTACHMENT J-1 (page 3 of 4)

| COST AND PRICE ANALYSIS SUMMARY | | | | |
|--|--|--------------------------|--------------------------|--------------------------|
| Cost Category | | 1st OY | 2nd OY | 3rd OY |
| 1 | Staff Salaries Excluding Fringe | \$ | \$ | \$ |
| 2 | Fringe Benefits for Staff | \$ | \$ | \$ |
| 3 | Staff Travel & Per Diem | \$ | \$ | \$ |
| 4 | Consultants Costs | \$ | \$ | \$ |
| 5 | Subcontract Costs | \$ | \$ | \$ |
| 6 | Materials & Supplies | \$ | \$ | \$ |
| 7 | Communications Costs | \$ | \$ | \$ |
| 8 | All Other Direct Costs | \$ | \$ | \$ |
| 9 | Total Estimated Direct Costs | \$ | \$ | \$ |
| 10 | General and Administrative Costs(____%) | \$ | \$ | \$ |
| 11 | Total Estimated Direct/Indirect Costs | \$ | \$ | \$ |
| 12 | Fixed Fee | \$ | \$ | \$ |
| 13 | Incentive Fee | \$ | \$ | \$ |
| 14 | Total Estimated Cost Including Fixed & Incentive Fee | \$ | \$ | \$ |

ATTACHMENT J-1 (page 4 of 4)

| FRINGE BENEFITS | | % | OY1 Pay Base | Fringe OY 1 | % | OY2 Pay Base | Fringe OY 2 | % | OY3 Pay Base | Fringe OY 3 |
|-------------------------------|--|---|--------------|-------------|---|--------------|-------------|----|--------------|-------------|
| 1 | Unemployment Insurance | | \$ | \$ | | \$ | \$ | | | \$ |
| 2 | FICA | | \$ | \$ | | \$ | \$ | \$ | \$ | \$ |
| 3 | Worker's Compensation | | \$ | \$ | | \$ | \$ | | \$ | \$ |
| 4 | Health Insurance | | \$ | \$ | | \$ | \$ | | \$ | \$ |
| 5 | Dental Insurance | | \$ | \$ | | \$ | \$ | | \$ | \$ |
| 6 | Life Insurance | | \$ | \$ | | \$ | \$ | | \$ | \$ |
| 7 | Retirement/Pension | | \$ | \$ | | \$ | \$ | | \$ | \$ |
| 8 | Other (Specify) | | \$ | \$ | | \$ | \$ | | \$ | \$ |
| 9 | Total Costs of Fringe Benefits | | | \$ | | | \$ | | | \$ |
| ADDITIONAL INFORMATION | | | | | | | | | | |
| 10 | Estimated Overtime/Holiday | | | \$ | | | \$ | | | \$ |
| 11 | Estimated Night Differential | | | \$ | | | \$ | | | \$ |
| 12 | Number of Staff Paid Holidays | | | \$ | | | \$ | | | \$ |
| 13 | Estimated Total Number Staff Vacation Days | | | \$ | | | \$ | | | \$ |

ATTACHMENT J-2 (page 1 of 2)

| | | | | |
|---|--------------------|--|-------------------|-----------------------|
| U.S. DEPARTMENT OF LABOR * Employment and Training | | Attachment C | | |
| <div style="border: 1px solid black; padding: 5px; display: inline-block;"> STATEMENT OF FINANCIAL CAPABILITY </div> | | <div style="border: 1px solid black; padding: 5px; display: inline-block;"> RFP NO. </div> | | |
| = | | | | |
| <i>(Insert the Name and Complete Mailing Address of Offeror)</i> | | | | |
| A. DATE LAST BALANCE WAS PREPARED PERIOD COVERED <i>(Month, Day, Year)</i> | | B. FINANCIAL CONDITION (As of Date) _____ 19____ | | |
| From _____ To _____ | | (1) Cash\$ _____ (2) Current Assets\$ _____ (3) Current Liabilities\$ _____ (4) Net Worth\$ _____ | | |
| C. DATE FISCAL YEAR ENDS <i>(Month, Day, Year)</i> | | | | |
| D. FINANCIAL ARRANGEMENTS TO FACILITATE PERFORMANCE DURING INITIAL PHASE OF CONTRACT ("X" appropriate box(es)) | | | | |
| (1) Own Resources <input type="checkbox"/> Yes <input type="checkbox"/> No | | (2) Bank credit <input type="checkbox"/> Yes <input type="checkbox"/> No | | If "YES" complete |
| | | a. Name of Bank(s): | | b. Amount \$ _____ |
| (3) Other <i>(If "YES", specify)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| E. IF ADVANCE PAYMENT IS INDICATED UNDER D(3) ABOVE, COMPLETE THE FOLLOWING:- | | | | |
| (1) Estimated Amount of Advance Payment \$ _____ for _____ months. | | (2) The following advances from the Government are presently being received: <i>(Complete Columns "a" thru "e" below)</i> | | |
| AGENCY'S NAME AND ADDRESS | PERIOD OF CONTRACT | CONTRACT NO. | AMOUNT OF ADVANCE | BANK AGREEMENT WITH |
| (a) | (b) | (c) | (d) | (e) |
| | | | | |

ATTACHMENT J-2 (page 2 of 2)

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

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

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

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

ATTACH COMPUTATION DATA USED.

COMMENTS

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

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

ATTACHMENT J-3 (page 1 of 3)

| Financial Display by Year (ETA 2110 format) | 1ST BASE YEAR | | 2ND BASE YEAR | | TOTAL | |
|---|---------------|-------|---------------|-------|-------|-------|
| | SY | TOTAL | SY | TOTAL | SY | TOTAL |
| 01 Academic Personnel Exp | | | | | | |
| 02 Other Academic Exp | | | | | | |
| 03 CTT Personnel Exp | | | | | | |
| 04 Other CTT Exp | | | | | | |
| 05 Career Success Personnel Exp | | | | | | |
| 06 Other Career Success Exp | | | | | | |
| 07 Food | | | | | | |
| 08 Clothing | | | | | | |
| 09 Support Ser Personnel Exp | | | | | | |
| 10 Other Support Ser Exp | | | | | | |
| 11 Medical Personnel Exp | | | | | | |
| 12 Other Medical Exp | | | | | | |
| 13 CP/CTR Personnel Exp | | | | | | |
| 14 Other CP/CTR Exp | | | | | | |
| 15 Admin Personnel Exp | | | | | | |
| 16 Other Admin Exp | | | | | | |
| 17 Indirect Admin Exp | | | | | | |
| 18 Facil Maint Personnel Exp | | | | | | |
| 19 Other Facil Maint Exp | | | | | | |
| 20 Security Personnel Exp | | | | | | |
| 21 Other Security Exp | | | | | | |
| 22 Communications | | | | | | |
| 23 Utilities and Fuel | | | | | | |
| 24 Facility Lease Cost | | | | | | |
| 25 Insurance | | | | | | |
| 26 Motor Vehicle Operating Expense | | | | | | |
| 27 Travel and Training | | | | | | |
| 28 Contractor's Fixed/Base Fee | | | | | | |
| 29 Contractor's Incentive/Award Fee | | | | | | |
| 30 Net Center Operations Expense | | | | | | |

ATTACHMENT J-3(page 2 of 3)

Financial Display by Year (ETA 2110 format)

| | 1ST OY | | 2ND OY | | 3RD OY | | TOTAL 5-YR CONTRACT | |
|-------------------------------------|--------|-------|--------|-------|--------|-------|---------------------|-------|
| | SY | TOTAL | SY | TOTAL | SY | TOTAL | SY | TOTAL |
| 01 Academic Personnel Exp | | | | | | | | |
| 02 Other Academic Exp | | | | | | | | |
| 03 CTT Personnel Exp | | | | | | | | |
| 04 Other CTT Exp | | | | | | | | |
| 05 Career Success Personnel Exp | | | | | | | | |
| 06 Other Career Success Exp | | | | | | | | |
| 07 Food | | | | | | | | |
| 08 Clothing | | | | | | | | |
| 09 Support Ser Personnel Exp | | | | | | | | |
| 10 Other Support Ser Exp | | | | | | | | |
| 11 Medical Personnel Exp | | | | | | | | |
| 12 Other Medical Exp | | | | | | | | |
| 13 CP/CTR Personnel Exp | | | | | | | | |
| 14 Other CP/CTR Exp | | | | | | | | |
| 15 Admin Personnel Exp | | | | | | | | |
| 16 Other Admin Exp | | | | | | | | |
| 17 Indirect Admin Exp | | | | | | | | |
| 18 Facil Maint Personnel Exp | | | | | | | | |
| 19 Other Facil Maint Exp | | | | | | | | |
| 20 Security Personnel Exp | | | | | | | | |
| 21 Other Security Exp | | | | | | | | |
| 22 Communications | | | | | | | | |
| 23 Utilities and Fuel | | | | | | | | |
| 24 Facility Lease Cost | | | | | | | | |
| 25 Insurance | | | | | | | | |
| 26 Motor Vehicle Operating Expense | | | | | | | | |
| 27 Travel and Training | | | | | | | | |
| 28 Contractor's Fixed/Base Fee | | | | | | | | |
| 29 Contractor's Incentive/Award Fee | | | | | | | | |
| 30 Net Center Operations Expense | | | | | | | | |

Attachment J.3 (Page 3 of 3)

| Financial Display by Year (2110 OA/CTS format) | | 1 st YEAR | 2 nd YEAR | TOTAL BASE | 1 st OPTION | 2 nd OPTION | 3 rd OPTION | TOTAL CONTRACT |
|--|---|----------------------|----------------------|------------|------------------------|------------------------|------------------------|----------------|
| OUTREACH/ADMISSIONS | | | | | | | | |
| 01 | OA Personnel Expense | | | | | | | |
| 02 | Staff Travel/Training Expense | | | | | | | |
| 03 | Facilities Expense | | | | | | | |
| 04 | Media Advertising Expense | | | | | | | |
| 05 | Indirect Administrative Expense | | | | | | | |
| 06 | Contractor's Fixed/Base Fee | | | | | | | |
| 07 | Contractor's Incentive Fee | | | | | | | |
| 08 | Other OA Operating Expense | | | | | | | |
| 09 | Total OA Operating Expense (Lines 01-08) | | | | | | | |
| 10 | OA Equipment Expense | | | | | | | |
| 11 | OA GSA Vehicles Rental | | | | | | | |
| 12 | TOTAL O/A EXPENSE (Lines 01-11) | | | | | | | |
| CAREER TRANSITION SERVICES | | | | | | | | |
| 01 | CTS Personnel Expense | | | | | | | |
| 02 | Staff Travel/Training Expense | | | | | | | |
| 03 | Facilities Expense | | | | | | | |
| 04 | Media Advertising Expense | | | | | | | |
| 05 | Indirect Administrative Expense | | | | | | | |
| 06 | Contractor's Fixed/Base Fee | | | | | | | |
| 07 | Contractor's Incentive Fee | | | | | | | |
| 08 | Other CTS Operating Expense | | | | | | | |
| 09 | Total CTS Operating Expense (Lines 01-08) | | | | | | | |
| 10 | CTS Equipment Expense | | | | | | | |
| 11 | CTS GSA Vehicles Rental | | | | | | | |
| 12 | TOTAL CTS EXPENSE (Lines 01-11) | | | | | | | |
| TOTAL OA/CTS EXPENSE | | | | | | | | |

ATTACHMENT J-4 (page 1 of 13)**STAFFING CHART****Instructions for Completing the Staffing Chart:**

To ensure that all cost and staffing proposals are evaluated fairly, it is imperative that proposals be presented as clearly and as consistently as possible.

In addition to the presentation of staff resources by cost groups under the ETA 2110 format, it is necessary to display, for the purpose of evaluation, the number of staff by functional groups in accordance with the outline of the Statement of Work, Part I, Section C.

The following Staffing Chart shall be completed. The number of staff in each function shall be shown on this chart. The costs of each staff position shall be shown in the narrative justification for each ETA 2110 line of your cost proposal. Each contractor has its own manner of organizing its staff; however, for the purposes of this proposal, follow the outline of this Staffing Chart. Also, to assure cost proposal consistency, please allocate each staff member cost in your cost proposal in accordance with the ETA 2110 Line Number and Cost Code, as detailed in PRH Chapter 5, for each separate position.

Different contractors have different position titles for similar functions. However, for purposes of evaluation, offerors may not change position titles in column 1. Where offeror's position titles differ, actual titles should be entered in the "Remarks" column. The Staffing Chart describes functions. In the event that a position is so unique that it does not fit any title on the chart, place the position in the appropriate place on the chart and indicate by Line Number and/or Cost Code where it can be found in your cost proposal.

Definitions.

1. Standard Position Title
2. The number of staff at each position title. If none are proposed, leave the line blank. If one person performs more than one function or one person performs the same function in two or more different functional areas, show the allocation of that person's time as a decimal (e.g., .5) allocation to the proper line.
3. If a position is subcontracted, show the number in the appropriate column.
4. Remarks. The center title, if different from the function title shown, and any comments you wish to make.

5.

ATTACHMENT J-4 (page 2 of 13)

| Staffing Chart | | | |
|---|-----------------------------|-----------------------|----------------|
| | Full-Time Equivalent | | Remarks |
| | Center | Sub - contract | |
| Line 01 Academic Personnel | | | |
| Career Training Services Director | | | |
| Academic Manager | | | |
| Academic Supervisor | | | |
| | | | |
| Instructors: Please list by Academic Program | | | |
| Reading Instructor | | | |
| Math Instructor | | | |
| Applied Academics Instructor | | | |
| GED Instructor | | | |
| High School Diploma Instructor | | | |
| English as a Second Language Instructor | | | |
| Driver's Education Instructor | | | |
| Communications Instructor | | | |
| Wellness/Safety Instructor | | | |
| Information Technology Instructor | | | |
| Instructor Substitute | | | |
| | | | |
| Support: | | | |
| Testing Coordinator | | | |
| ACT/OCT Coordinator | | | |
| Administrative Assistant | | | |
| Secretary | | | |
| Clerical | | | |
| | | | |
| Other Academic Positions (Specify) | | | |
| | | | |
| | | | |
| | | | |
| Subtotal Academic Personnel | | | |
| TOTAL Academic Personnel | | | |

ATTACHMENT J-4 (page 3 of 13)

| Staffing Chart | | | | |
|--|-----------------------------|-----------------------|------------|----------------|
| | Full-Time Equivalent | | | Remarks |
| | Center | Sub – contract | NTC | |
| Line 03 Career Technical Training (CTT) Personnel | | | | |
| Career Training Services Director | | | | |
| CTT Manager | | | | |
| CTT Supervisor | | | | |
| | | | | |
| Instructors: Please list by CTT Offering | | | | |
| | | | | |
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| | | | | |
| | | | | |
| Career Exploration Instructor | | | | |
| Instructor Substitute | | | | |
| | | | | |
| Support: | | | | |
| CTST Coordinator | | | | |
| WBL Coordinator | | | | |
| Testing Coordinator | | | | |
| Administrative Assistant | | | | |
| Secretary | | | | |
| Clerical | | | | |
| | | | | |
| | | | | |
| Other CTT Positions (Specify) | | | | |
| | | | | |
| | | | | |
| Subtotal CTT Personnel | | | | |
| TOTAL CTT Personnel | | | | |

ATTACHMENT J-4 (page 4 of 13)

| Staffing Chart | | | |
|---|-----------------------------|---------------------|----------------|
| | Full-Time Equivalent | | Remarks |
| | Center | Sub-contract | |
| Line 05 Career Success Personnel | | | |
| Career Success Director | | | |
| Residential Living Manager | | | |
| Residential Living Supervisor | | | |
| Center Shift Manager | | | |
| Counseling Manager | | | |
| Counseling Supervisor | | | |
| Recreation Manager | | | |
| Recreation Supervisor | | | |
| Student Personnel Officer | | | |
| | | | |
| Residential Advisors | | | |
| Senior Residential Advisor | | | |
| Day RA | | | |
| Duty Officer | | | |
| Substitute Residential Advisor | | | |
| Counselor | | | |
| Senior Counselor | | | |
| ACT/OCT Counselor | | | |
| Senior Recreation Specialist | | | |
| Recreation Specialist | | | |
| Recreation Coordinator | | | |
| Recreation Aide | | | |
| Arts & Crafts Instructor | | | |
| Leadership Coordinator | | | |
| Diversity Coordinator | | | |
| Student Government Advisor | | | |
| Women's Program Coordinator | | | |
| Student Safety Advisor/Coordinator | | | |
| Evening Studies Coordinator | | | |
| Assistant Student Personnel Officer | | | |
| Student Personnel Officer Clerk | | | |
| | | | |
| | | | |
| Support: | | | |
| Student Store Specialist | | | |
| Librarian | | | |
| Administrative Assistant | | | |
| Secretary | | | |
| Clerk | | | |

| Staffing Chart | | | |
|---|--|--|--|
| | | | |
| | | | |
| | | | |
| Other Career Success Positions (Specify) | | | |
| | | | |
| | | | |
| Subtotal Career Success Personnel | | | |
| TOTAL Career Success Personnel | | | |

ATTACHMENT J-4 (page 6 of 13)

| Staffing Chart | | | |
|---|-----------------------------|---------------------|----------------|
| | Full-Time Equivalent | | Remarks |
| | Center | Sub-contract | |
| Line 09 Support Service Personnel | | | |
| Dining Hall Manager | | | |
| Food Service Supervisor | | | |
| Assistant Food Service Manager | | | |
| Transportation Manager | | | |
| Transportation Supervisor | | | |
| Vehicle Fleet Manager | | | |
| Child Care Manager | | | |
| Child Care Supervisor | | | |
| Laundry Manager | | | |
| | | | |
| Senior/Lead Cook | | | |
| Cook | | | |
| Cook Helper/Assistant | | | |
| Culinary Worker | | | |
| Transportation Coordinator | | | |
| Driver | | | |
| Substitute Driver | | | |
| Child care Teacher | | | |
| Child Care Specialist | | | |
| Child Care Aide | | | |
| Laundry Operator | | | |
| Incidental OA/CTS staff | | | |
| | | | |
| | | | |
| Support: | | | |
| Student Intern/WBL | | | |
| Administrative Assistant | | | |
| Secretary | | | |
| Clerical | | | |
| | | | |
| | | | |
| Other Support Positions (Specify) | | | |
| | | | |
| | | | |
| Subtotal Support Service Personnel | | | |
| TOTAL Support Service Personnel | | | |

ATTACHMENT J-4 (page 7 of 13)

| Staffing Chart | | | |
|--|-----------------------------|---------------------|--|
| | Full-Time Equivalent | | |
| | Center | Sub-Contract | |
| Line 11 Medical/Dental Personnel | | | |
| Medical Services Director | | | |
| Health Services Manager | | | |
| Health Services Administrator | | | |
| Wellness Supervisor | | | |
| | | | |
| Physician | | | |
| Optometrist | | | |
| Mental Health Consultant | | | |
| Psychiatrist/Psychologist | | | |
| TEAP Specialist | | | |
| TEAP Coordinator | | | |
| TEAP Assistant | | | |
| Dentist | | | |
| Dental Hygienist | | | |
| Dental Technician | | | |
| Dental Assistant | | | |
| Pharmacist | | | |
| | | | |
| Registered Nurse (RN) | | | |
| Vocational/Practical Nurse (LVN/LPN) | | | |
| Nurse Assistant/Practitioner (NA/NP) | | | |
| Medical Assistant | | | |
| Physician Assistant | | | |
| Lab Technician | | | |
| X-Ray Technician | | | |
| Reproductive Health Specialist | | | |
| | | | |
| Support: | | | |
| Administrative Assistant | | | |
| Secretary | | | |
| Clerical | | | |
| | | | |
| | | | |
| Other Medical/Dental Positions (Specify) | | | |
| | | | |
| Subtotal Medical/Dental Personnel | | | |
| TOTAL Medical/Dental Personnel | | | |

ATTACHMENT J-4 (page 8 of 13)

| Staffing Chart | | | |
|--|-----------------------------|---------------------|----------------|
| | Full-Time Equivalent | | Remarks |
| | Center | Sub-contract | |
| Line 13 Career Prep/Career Transition Readiness Personnel | | | |
| CP/CTR Manager | | | |
| Career Preparation Manager | | | |
| Career Preparation Supervisor | | | |
| Career Transition Readiness Manager | | | |
| Career Transition Readiness Supervisor | | | |
| | | | |
| Career Preparation Specialist | | | |
| Career Preparation Instructor | | | |
| Career Preparation Coordinator | | | |
| Career Preparation Advisor | | | |
| Career Transition Readiness Specialist | | | |
| Career Transition Readiness Instructor | | | |
| Career Transition Readiness Coordinator | | | |
| Employability Specialist | | | |
| Substitute Instructor | | | |
| | | | |
| Support: | | | |
| Administrative Assistant | | | |
| Secretary | | | |
| Clerical | | | |
| | | | |
| | | | |
| Other CP/CTR Positions (Specify) | | | |
| | | | |
| | | | |
| | | | |
| Subtotal CP/CTR Personnel | | | |
| TOTAL CP/CTR Personnel | | | |

ATTACHMENT J-4 (page 9 of 13)

| Staffing Chart | | | |
|---|-----------------------------|-----------------------|----------------|
| | Full-Time Equivalent | | Remarks |
| | Center | Sub - contract | |
| Line 15 Administrative Personnel | | | |
| Center Director | | | |
| Deputy Center Director | | | |
| Training/Program Director | | | |
| Administration Director | | | |
| Administration Manager | | | |
| Finance Manager | | | |
| Finance Supervisor | | | |
| Senior Accountant | | | |
| Accountant | | | |
| Accounting Clerk | | | |
| Bookkeeper | | | |
| Procurement Manager | | | |
| Procurement Specialist | | | |
| Procurement Clerk | | | |
| Purchasing Agent/Buyer | | | |
| Human Resources (HR) Manager | | | |
| HR Specialist | | | |
| Personnel Specialist | | | |
| Personnel Assistant | | | |
| EEO Coordinator | | | |
| Staff Training Coordinator | | | |
| Business & Community Liaison | | | |
| Student Records Manager | | | |
| Student Records Supervisor | | | |
| Scheduling Clerk | | | |
| Student Records Specialist | | | |
| Student Records Clerk | | | |
| Data Integrity/Quality Assurance Supervisor | | | |
| Data Integrity Specialist | | | |
| Data Integrity Clerk | | | |
| Student Accountability Officer/Duty Officer | | | |
| Property/Supply Manager | | | |
| Property/Supply Officer | | | |
| Property/Supply Specialist | | | |
| Property/Supply Clerk | | | |

| Staffing Chart | | | |
|--|-----------------------------|---------------------|--|
| | Full-Time Equivalent | | |
| | Center | Sub-contract | |
| Line 15 Administrative Personnel cont'd | | | |
| Warehouse Worker | | | |
| Payroll/Clothing Clerk | | | |
| IT Systems Administrator | | | |
| Information Technology Specialist | | | |
| IT Assistant | | | |
| Postmaster | | | |
| Mail Clerk | | | |
| Receptionist | | | |
| PBX Operator | | | |
| Student Intern/WBL | | | |
| | | | |
| | | | |
| Support: | | | |
| Executive Assistant (CD) | | | |
| Administrative Assistant | | | |
| Secretary | | | |
| Clerical | | | |
| | | | |
| | | | |
| Other Administrative Positions (Specify) | | | |
| | | | |
| | | | |
| Subtotal Administrative Personnel | | | |
| TOTAL Administrative Personnel | | | |

ATTACHMENT J-4 (page 11 of 13)

| Staffing Chart | | | |
|--|-----------------------------|---------------------|--|
| | Full-time Equivalent | | |
| | Center | Sub-contract | |
| Line 18 Facilities Maintenance | | | |
| Maintenance Manager | | | |
| Maintenance Supervisor | | | |
| | | | |
| Maintenance Engineer | | | |
| Maintenance Technician | | | |
| Maintenance Mechanic | | | |
| Maintenance Worker | | | |
| Maintenance Helper | | | |
| Maintenance Custodian | | | |
| Senior Custodian | | | |
| Utility Worker | | | |
| Groundskeeper | | | |
| Janitor | | | |
| Student Intern/WBL | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Support: | | | |
| Administrative Assistant | | | |
| Secretary | | | |
| Clerical | | | |
| | | | |
| Other Facility Maintenance Positions (Specify) | | | |
| | | | |
| | | | |
| | | | |
| Subtotal Facilities Maintenance Personnel | | | |
| TOTAL Facilities Maintenance Personnel | | | |

ATTACHMENT J-4 (page 12 of 13)

| Staffing Chart | | | |
|--|-----------------------------|---------------------|----------------|
| | Full-time Equivalent | | Remarks |
| | Center | Sub-contract | |
| Line 20 Security Personnel | | | |
| Security Manager | | | |
| Security Supervisor | | | |
| Safety/Security Manager | | | |
| Safety/Security Supervisor | | | |
| | | | |
| | | | |
| Senior/Lead Security Officer | | | |
| Security Officer | | | |
| Security Guard | | | |
| Front Gate Officer | | | |
| Substitute Security Officer | | | |
| Safety Officer | | | |
| Fire Chief | | | |
| Student Intern/WBL | | | |
| | | | |
| | | | |
| Support: | | | |
| Administrative Assistant | | | |
| Secretary | | | |
| Clerical | | | |
| | | | |
| | | | |
| Other Security Positions (Specify) | | | |
| | | | |
| | | | |
| Subtotal Security Personnel | | | |
| TOTAL Security Personnel | | | |
| | | | |
| | | | |
| TOTAL FULL-TIME EQUIVALENT STAFF | | | |
| | | | |
| Total Contractor Staff | | | |
| Total Subcontracted Staff | | | |
| Total National Training Contractor Staff | | | |
| | | | |
| TOTAL FTE | | | |

ATTACHMENT J-4 (page 13 of 13)

| OUTREACH, ADMISSIONS, and CAREER TRANSITION SERVICES | | | |
|---|-----------------------------|----------------------------|----------------|
| | Full-Time Equivalent | | REMARKS |
| | Center/ Agency | Sub- contractor | |
| OA/CTS Director | | | |
| Outreach & Admissions Manager | | | |
| Outreach & Admissions Supervisor | | | |
| Career Transition Services Manager | | | |
| Career Transition Services Supervisor | | | |
| | | | |
| OA Coordinator | | | |
| Admissions Counselor | | | |
| Quality Assurance Specialist | | | |
| Career Transition Services Specialist | | | |
| Job Developer | | | |
| Transition Counselor | | | |
| WBL Specialist/Coordinator | | | |
| Student Intern/WBL | | | |
| | | | |
| Support: | | | |
| Administrative Assistant | | | |
| Secretary | | | |
| Clerk | | | |
| | | | |
| Other OA/CTS Positions (Specify) | | | |
| | | | |
| | | | |
| Subtotal OA & CTS Personnel | | | |
| TOTAL OA & CTS Personnel | | | |

Attachment J-5

CAREER TECHNICAL SKILLS TRAINING (CTST)

The following Career Technical Training programs qualify for CTST funding.

| Career Technical Training Program* | Training Slots |
|---|-----------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total | |

*Training provided by National Training Contractors

ATTACHMENT J-6 (page 1 of 5)**PERFORMANCE-BASED SERVICE CONTRACTING PLAN
OFFICE OF JOB CORPS****INTRODUCTION**

Performance-Based Service Contracting (PBSC) is an approach to procuring services using contract requirements described in objective terms with measurable outcomes, and relating the contractor's total payment directly to how well the contractor has met those requirements. PBSC is an outgrowth of the Government Performance Results Act (GPRA), and, as such, focuses on specifying desired outcomes rather than on prescribing how the work is to be performed.

1. Contractor's Fee:

The contractor's fee will be a combination of fixed and incentive fees. The contractor will be paid a base fixed fee (lower than the customary fixed fee for the type of work). The remaining fee amounts will be used to establish a national incentive fee pool. The contractor will have the opportunity to earn additional fee (up to and above the customary level) based on achievement of Outcome Measurement System (OMS) goals within a performance range established by the Government. Incentive fee will be paid from the national incentive pool.

In addition, the contractor will have an opportunity to earn a performance bonus for excellent performance as defined by the National Director of Job Corps.

2. Establishing the Performance Range:

The performance range for each upcoming year will be established annually, and published separately by the National Director of Job Corps and will be based on the performance of all contracts on the Outcome Measurement System (OMS) Report Card for the preceding Program Year. The performance range will identify maximum and minimum payment points as follows:

Maximum: level at which the contractor receives the maximum available incentive fee payment.

Minimum: level below which the contractor receives no incentive fee payment

Incremental incentive fee payment points will be established for each level of OMS performance (to one decimal point) within the annually established performance range; i.e., incentive fee amounts will be established incrementally for 90.0%, 90.1%, 90.2%, etc.

To ensure that eventual costs to the Government do not exceed budget availability, the performance range will be set so that there is a balanced distribution between higher and lower performers. Under this system, a contractor performing at an average level

would receive a total fee (base + incentive fee) equating to the approximate current average contractor fee.

In order to motivate and reward excellence in performance, those contracts whose performance exceeds the top of the National Performance Range will be eligible to earn a Performance Excellence Bonus. The bonus will be awarded for performance up to 10 OMS points above the top of the National Performance Range.

Performance ranges may fluctuate from year to year based on performance history for the preceding year. Each contractor's performance will be evaluated based on the portion of the contract year that occurred during the Program Year for which the performance range was in effect.

3. Establishing Fee Levels:

Base Fixed Fee: As described in the RFP, each offeror will propose a base fixed fee for the contract that shall not exceed 3.6% of estimated total direct + indirect costs. This equates to 75% of the current average fixed fee (4.8%) for all center contracts with for-profit entities. Fee will be expressed in the resultant contract as a dollar amount rather than as a percentage.

Incentive Fee: Incentive fee payments will be earned by the contractor based on the level of achievement within the annually established National Performance Range. A range of incentive fee payments will be available, with the maximum being 2.4% of estimated total direct + indirect costs (or 2/3 the base fixed fee). Incentive fee amounts will be distributed in equal increments throughout the performance range. Incentive fee will be expressed in the resultant contract as a dollar amount rather than as a percentage.

Performance Excellence Bonus: The amount of the Performance Excellence Bonus pool for the contract will be equal to 10% of the maximum total fee (base fixed fee + incentive fee). The bonus pool will be distributed in equal incremental amounts throughout the bonus range.

4. Performance Evaluation Periods:

An incentive fee evaluation and fee payout reconciliation will be made annually for each contract at the end of the contract year.

5. Billing and Payment of Fees:

Base fixed fee will be billed in equal monthly or semi-monthly increments throughout the contract year.

Incentive fee will be billed in equal monthly or semi-monthly increments at the amount equal to 1.2%, the level that would be earned for performance at the midpoint of the established performance range.

Upon completion of the contract year, the Contracting Officer will evaluate the contractor's overall performance, determine the level of incentive fee actually earned by the contractor, and issue a bilateral contract modification to adjust (add or reduce) incentive fee to the level earned.

Performance Excellence Bonuses will be awarded at the end of the contract year, along with other incentive fees earned by the contractor.

6. Encouraging Competition For Historically Poor Performing Centers:

For a center designated by the Contracting Officer as "historically poor performing," when a new contract is awarded and the successful operator is a non-incumbent, a fixed fee not to exceed 4.8% of estimated total direct and indirect costs shall be paid for the first half of the base contract period, i.e., 1st year for center operations contracts. This is equivalent to the base fixed fee + incentive fee that would be earned by a contractor whose performance equaled the satisfactory performance level. The incentive fee provisions will become effective with the beginning of the 2nd half of the base contract period, year 2 for center operations contracts. Beginning with the second year of the base contract, the new contractor's fixed fee shall revert to an amount not to exceed 3.6%, and eligibility for incentives shall commence. Billing shall follow provisions described in Section 5, above. This provision is intended to hold the new contractor harmless for results attributable to the former contractor.

7. Example:

The following example demonstrates the application of the Incentive Fee Plan to a new center award based on various OMS overall ratings. In the example, the period of performance for the contract year crosses the Program Year (PY), and is, therefore, covered by 2 different performance ranges. For purposes of the example:

- Incremental payment points within a performance range are shown with no decimal places. In practice, payment increments will be established for OMS ratings to one decimal place.
- Sample performance ranges are shown. The actual performance ranges will be established for each PY based on the performance of all centers for the previous year.



NEW CENTER AWARD - HILLTOP JCC

| | | |
|--|-----------------|--------------------------------|
| TOTAL DIRECT AND INDIRECT COST: | \$10,000,000 | |
| Period of Performance: | 10/1/02-9/30/04 | |
| Base Fixed Fee: | \$360,000 | (3.6%) |
| Incentive Fee Pool: | \$240,000 | (2.4%) |
| Total Base & Incentive Fee: | \$600,000 | (6.0%) |
| Performance Excellence Bonus: | \$ 60,000 | (10% of Base + Incentive Fees) |

Performance Range
(Contract year crosses PY Performance Ranges)

| PY 02 | | | | PY 03 | | | |
|-------------|---------------|------------------|-----------|-------------|---------------|------------------|-----------|
| Overall OMS | Incentive Fee | Excellence Bonus | Bonus Fee | Overall OMS | Incentive Fee | Excellence Bonus | Bonus Fee |
| 96 | \$240,000 | 106 | \$60,000 | 98 | \$240,000 | 108 | \$60,000 |
| 95 | \$225,000 | 105 | \$54,000 | 97 | \$225,000 | 107 | \$54,000 |
| 94 | \$210,000 | 104 | \$48,000 | 96 | \$210,000 | 106 | \$48,000 |
| 93 | \$195,000 | 103 | \$42,000 | 95 | \$195,000 | 105 | \$42,000 |
| 92 | \$180,000 | 102 | \$36,000 | 94 | \$180,000 | 104 | \$36,000 |
| 91 | \$165,000 | 101 | \$30,000 | 93 | \$165,000 | 103 | \$30,000 |
| 90 | \$150,000 | 100 | \$24,000 | 92 | \$150,000 | 102 | \$24,000 |
| 89 | \$135,000 | 99 | \$18,000 | 91 | \$135,000 | 101 | \$18,000 |
| 88 | \$120,000 | 98 | \$12,000 | 90 | \$120,000 | 100 | \$12,000 |
| 87 | \$105,000 | 97 | \$6,000 | 89 | \$105,000 | 99 | \$6,000 |
| 86 | \$90,000 | 96 | \$0 | 88 | \$90,000 | 98 | \$0 |
| 85 | \$75,000 | | | 87 | \$75,000 | | |
| 84 | \$60,000 | | | 86 | \$60,000 | | |
| 83 | \$45,000 | | | 85 | \$45,000 | | |
| 82 | \$30,000 | | | 84 | \$30,000 | | |
| 81 | \$15,000 | | | 83 | \$15,000 | | |
| 80 | \$0 | | | 82 | \$0 | | |

SOLICITATION NUMBER: _____

Job Corps Center RFP

**Incentive Fee Payouts At Various Performance Levels (Prorated By PY)
Hilltop JCC – New Award**

| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
|-----------|-----------|----------------------|------------------|------------------------------|-----------|----------------------|------------------|------------------------------|-----------------------------------|-----------------|
| Base Fee | PY 02 | | | | PY 03 | | | | Contract Year | |
| | OMS Score | Incentive Fee Amount | Excellence Bonus | Incentive Fee + Bonus * 9/12 | OMS Score | Incentive Fee Amount | Excellence Bonus | Incentive Fee + Bonus * 3/12 | Total Incentive Fee + Bonus (e+i) | Total Fee (a+J) |
| \$360,000 | 82.0% | \$30,000 | \$0 | \$22,500 | 83.0% | \$15,000 | \$0 | \$3,750 | \$26,250 | \$386,250 |
| \$360,000 | 88.0% | \$120,000 | \$0 | \$90,000 | 88.0% | \$90,000 | \$0 | \$22,500 | \$112,500 | \$472,500 |
| \$360,000 | 95.0% | \$225,000 | \$0 | \$168,750 | 94.0% | \$180,000 | \$0 | \$45,000 | \$213,750 | \$573,750 |
| \$360,000 | 105.0% | \$240,000 | \$54,000 | \$220,500 | 100.0% | \$240,000 | \$12,000 | \$63,000 | \$283,500 | \$643,500 |

SOLICITATION NUMBER: _____

Jo b Corps Center RFP

SUBCONTRACTING PLAN SUMMARY SHEET

ATTACHMENT J-7

| |
|--|
| Contract Name: |
| RFP/Contract No. |
| Contractor: |
| Name of Subcontract Administrator: |
| Total Dollar Value of Contract (5 Years): |
| Contract Period Covered By Plan: |

| | 1st Year | | 2nd Year | | 3rd Year | | 4th Year | | 5th Year | | Total | |
|--|----------|---|----------|---|----------|---|----------|---|----------|---|-------|---|
| | \$ | % | \$ | % | \$ | % | \$ | % | \$ | % | \$ | % |
| A. Total Contract Value | | | | | | | | | | | | |
| B. Total dollars to be subcontracted: (% of line A) | | | | | | | | | | | | |
| C. Subcontracted to: (% of line B) | | | | | | | | | | | | |
| (1) Small Business | | | | | | | | | | | | |
| (2) Small Disadvantaged Business | | | | | | | | | | | | |
| (3) Women-Owned Small Business | | | | | | | | | | | | |
| (4) HUBZone Small Business | | | | | | | | | | | | |
| (5) Veteran-Owned Small Business (Including Service-Disabled) | | | | | | | | | | | | |
| (6) Service Disabled Veteran-Owned Small Business | | | | | | | | | | | | |

Item A: Enter the total proposed value of the contract for each year.

Item B: Enter the total amount to be subcontracted for each contract year. Calculate the percentage of line A.

Item C: For categories (1) thru (6), enter the dollar amounts to be subcontracted to each category of small business. Small business categories are not mutually exclusive; subcontract dollars may be attributed to as many categories as are applicable. For example, the dollars subcontracted to a self-certified woman-owned and service-disabled veteran –owned small business that is also certified by SBA (on PRO-NET) as a small disadvantaged and HUBZone business should be counted in each of the six categories. Calculate the percentage of line B.

PART IV. REPRESENTATIONS AND INSTRUCTIONS

K.1 REPRESENTATIONS AND CERTIFICATIONS

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (May 2011)

A.

1. The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].
2. The small business size standard is _____ [*insert size standard*].
3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

B.

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

C.

1. The following representations or certifications in ORCA are applicable to this solicitation as indicated:
 - a. [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - i. The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
 - ii. The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - iii. The solicitation is for utility services for which rates are set by law or regulation.
 - b. [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- c. [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- d. [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - i. Are not set aside for small business concerns;
 - ii. Exceed the simplified acquisition threshold; and
 - iii. Are for contracts that will be performed in the United States or its outlying areas.
- e. [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- f. [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- g. [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- h. [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- i. [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- j. [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- k. [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- l. [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- m. [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

- n. [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- o. [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- p. [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- q. [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).
- i. If the acquisition value is less than \$25,000, the basic provision applies.
 - ii. If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - iii. If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- r. [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- s. [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- t. [52.225-25](#), Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.
- u. [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—
- i. Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - ii. For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
2. The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
- i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
 - (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
 - (iii) [52.219-22](#), Small Disadvantaged Business Status.
 - (A) Basic.
 - (B) Alternate I.

- ___ (iv) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
 - ___ (v) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
 - ___ (vi) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.
 - ___ (vii) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
 - ___ (viii) [52.223-13](#), Certification of Toxic Chemical Release Reporting.
 - ___ (ix) [52.227-6](#), Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
 - ___ (x) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

K.2 COST ACCOUNTING STANDARDS

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (Oct-08)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately proceeding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and

Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

K.3 COST ACCOUNTING PRACTICES

52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (Apr-05)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked “Yes” above, the offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.4 RESPONSIBILITY MATTERS

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (Apr 2010))

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

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

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is

entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that

the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 CONTRACT TYPE

52.216-1 TYPE OF CONTRACT (APR 1984)

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

L.2 SOLICITATION PROVISIONS

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

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

<https://www.acquisition.gov/far>

Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Provisions

| PROVISION | DATE | TITLE |
|-----------|----------|--|
| 52.215-1 | (Jan-04) | Instructions to Offerors – Competitive Acquisition |
| 52.215-16 | (Jun-03) | Facilities Capital Cost of Money |
| 52.215-22 | (Oct-09) | Limitations on Pass-Through Charges - Identification of Subcontract Effort |
| 52.215-23 | (Oct-09) | Limitations on Pass-Through Charges |
| 52.222-24 | (Feb-99) | Preaward On-site Equal Opportunity Compliance Evaluation |
| 52.222-46 | (Feb-93) | Evaluation of Compensation for Professional Employees |
| 52.237-1 | (Apr-84) | Site Visit |

52.237-10 (Oct-97) Identification of Uncompensated Overtime

L.3 PROTESTS

52.233-2 SERVICE OF PROTEST (Sep-06)

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

Contracting Officer
(enter address)

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

L.4 COST OR PRICING DATA

In accordance with FAR Part 15.403-1, the Government anticipates that this solicitation will result in adequate price competition and therefore will not require offerors to submit Certified Cost or Pricing Data. The offeror shall submit information other than cost and pricing data and supporting attachments prepared in the format outlined in Section J of this solicitation.

L.5 SOLICITATION ALTERATIONS

52.252-3 ALTERATIONS IN SOLICITATION (Apr-84)

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being altered.

Alterations in Solicitation (Apr 1984)
Portions of this solicitation are altered as follows:

L.6 ADDITIONAL INSTRUCTIONS

A. Standard Form 33 - Block 9 - Solicitation

Hand-delivered proposals must be delivered to the depository outlined in Block 9 prior to the time set forth in Block 9. Proposals delivered by commercial carrier will be treated as hand-delivered proposals.

B. Disposition of Proposals

Two copies of the successful proposal and related supporting materials received will be retained, one as part of the official procurement file and the second for the Job Corps Program Office. One copy of each proposal for each unsuccessful offer and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall be destroyed unless the offeror's proposal (please include in transmittal letter) specifically outlines the disposition action to be taken.

C. Pre-Proposal Conference

Technical and contractual questions concerning this proposed procurement will be answered at the Pre-Proposal Conference to be held on _____ at _____ local time, at the _____ Job Corps Center, located at _____.

Potential offerors are encouraged to submit questions in writing to the issuing office prior to the Pre-Proposal Conference to facilitate responses at the conference.

D. Site Visit

Offerors are urged and encouraged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. All offerors are hereby advised that the center will be open for inspection and walk-through only on _____ following the pre-proposal conference, at the same location in paragraph C above.

E. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator (Contracting Officer) named in Block 10 on SF 33, Face Page, may be considered as a basis for disqualification (except during the pre-proposal conference, if applicable).

F. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for

studies or designs for the preparation thereof, nor to contract for the article or services. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of funds in connection with this procurement.

G. Reference Material

The Policy and Requirements Handbook can be downloaded from the Job Corps web site at <http://www.jobcorps.gov/AboutJobCorps/performanceplanning.aspx>. Copies of the Job Corps regulations are available at 20 CFR 670.

L.7 Instructions to Offerors

A. General

Proposals will be submitted in written format, as described below. In accordance with FAR 52.215-1, award may be made on the basis of initial proposals, without discussions.

In the event that the Government determines that discussions with offerors are necessary, a competitive range will be established. Offerors determined to be within the competitive range may be required to submit additional written information or to make an oral presentation (which may include discussions), as described in Section L.7.C

Proposal Submission

Proposals submitted in response to this RFP shall include a transmittal letter and the sections listed below. The transmittal letter shall identify the solicitation number, the name of the firm submitting the proposal, the proposal sections and any other materials that are attached. For Firms Without a Record of Relevant Performance, no submission is required for Past Performance. However, in the transmittal letter, the offeror shall attest to the fact that neither the firm nor its principals possess a record of performance relevant to the requirements of the RFP and that no proposal section on Past Performance is included within the proposal submission.

| PART | SECTION | FORMAT | PAGE LIMIT | COPIES |
|------|---|------------|------------|--------|
| 1 | 1.1 Technical Approach Center only | Written | 100 | 4 |
| | Center w/OA or CTS | | 120 | |
| | Center w/OA/CTS | | 140 | |
| | 1.2 Staff Resources Proposal | Written | 20 | 4 |
| | 1.3 Management Capability (if applicable) | If written | 20 | 4 |
| 2 | Past Performance and Experience | Written | 5 | 2 |
| 3 | Business Management Proposal (BMP) | Written | No Limit | 2 |
| | 3.1 Cost Proposal | | | |
| | 3.2 Small Business Subcontracting Plan | | | 3 |

Offerors are cautioned that they must not exceed the page limitations cited above. Any pages that exceed the page limitations cited above will not be read or considered in the evaluation. Please note, that the page limitation for the staff resources section excludes the staffing chart provided in accordance with Section J of this RFP, resumes, staff schedules and position descriptions.

Parts 1 & 2 of the proposal shall be separately bound, and submitted in the format indicated in the Specific Instructions, below.

Part 3 of the proposal shall be separately bound in 2 sections (3.1 and 3.2).

Written sections of the proposal shall be formatted as follows:

- a. Page Size: 8 ½ x 11" with at least 1" margins on all sides
- b. Font Size: 12 point or larger (font size for graphics and tables may be smaller but must be easily readable)
- c. Page Numbering: Pages consecutively numbered within each section
- d. Page Count: Title pages, tables of contents, and section dividers not included in count; appendices, graphs and charts are included in the page count, unless otherwise specified.
- e. Format: Two-column format is allowable

All parts of the proposal shall be submitted both in hard copy as described above and on electronic media (compact disc (CD), in PDF format).

Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor wanted. Additionally, copies of Job Corps provided materials, job descriptions for each position, copies of newsletters or magazines, copies of certificates or awards, are not needed. The requirements of the solicitation are identified below and incorporate the Job Corps Policy and Requirements Handbook (PRH) and Job Corps Regulations.

The Office of Job Corps takes seriously the intent of the Procurement Integrity Act and Ethics statutes. Any proposal found to be copied from a potential competitor is subject to disqualification.

B. Specific Instructions –Initial Proposal

1. **Part 1: Technical Proposal**

The Technical Approach and Staff Resources Proposal shall:

- Not make reference to specific costs;
- Be evaluated based on factors shown in Section M.

1.1. **Technical Approach**

The Technical Approach shall:

.Address the specific questions listed in the context of the Center's student population, site condition, configuration, geographic location and the local and regional labor market; and demonstrate the offeror's understanding of the work and how the offeror's approach will meet the required outcomes and quality indicators specified in the PRH; and be presented in the order listed below:

(The questions listed in this model RFP are representative of the types of questions that may appear in each specific RFP Regional program staff will select questions from the menu of approved RFP questions.)

a. **Outreach (PRH Chapter 1)**

- 1) What methods will be used to promote a positive public image for the program?
- 2) Describe strategies for establishing and maintaining mutually beneficial partnerships with communities, organizations, local and distant employers and State and local workforce development systems. How will those relationships benefit students?

b. Admissions (applicable not applicable) {PRH Chapter 1}

- 1) How will resources be organized and deployed to ensure effective coverage of the geographic area covered by the contract and to ensure the achievement of arrival goals?
- 2) What specific techniques will be used to attract and recruit eligible applicants?
- 3) What methods and procedures will be utilized to ensure applicant eligibility/suitability for program participation and to prepare applicants for enrollment?
- 4) What methods will be utilized to ensure applicant commitment to and retention in Job Corps?
- 5) What systems and procedures will be used to ensure achievement of arrival goals?

c. Career Preparation Period (CPP) (PRH Chapter 2)

- 1) What assessments will be made of students' needs?
- 2) How will services be organized and scheduled during the Career Preparation Period to meet each student's individual needs?
- 3) How will students be prepared for transition into CDP and how will their transition readiness be determined?

d. Career Development Period (CDP) (PRH Chapter 3)

- 1) How will the delivery of Career Development Services be tailored to meet each student's needs?
- 2) How will the Personal Career Development Plans (PCDP) be utilized to evaluate student progress and provide feedback to students?
- 3) What curricula will be used in training and how will it be integrated to focus on employability and job readiness? Explain why the curriculum was chosen.
- 4) Describe strategies to ensure students are provided with opportunities to earn High School Diplomas.
- 5) Describe strategies and methods to ensure that the career technical training offered provides students with skills that are relevant to employment opportunities in today's labor market. What changes, if any, are proposed to the CTT mix and why?

- 6) What systems and methods will be used to develop student self-management, community and independent living skills?
- 7) How will the counseling and student conduct systems support student retention and successful program completion?
- 8) What strategies and resources will be used to promote quality placement of graduates?
- 9) What methods will be used to encourage graduates to obtain both academic and career technical credentials prior to graduation?
- 10) What strategies will be used to ensure a smooth and successful transition for students from CDP to the Career Transition Period?

e. Administrative & Management Support Services (PRH Chapter 5 & 6)

- 1) Describe strategies to assist students in the development healthy lifestyles and to recognize the relevance of wellness to job retention.
- 2) What strategies will be utilized to ensure a safe, healthy and secure living and learning environment for staff and students?
- 3) Describes strategies which will be utilized to support the development and maintenance of the site and facilities and to ensure those efforts support the delivery of quality Job Corps services.

f. Career Transition Period (applicable not applicable) (PRH Chapter 4)

- 1) How will resources be organized and deployed to ensure effective coverage of the geographic area covered by the contract?
- 2) What methods will be used to maintain contact with graduates and former enrollees, if applicable, throughout the post-center service period?
- 3) How will student job readiness be assessed and what services will be provided to remedy shortcomings for graduates?
- 4) How will quality jobs be developed for program graduates?
- 5) How will on-going support services be provided and coordinated to meet graduates' transitional support and job retention needs?

- 6) How will post-center services be provided to former enrollees to ensure positive outcomes?

1.2. Staff Resources Proposal (PRH Chapter 5)

The Staff Resources Proposal shall consist of the information described below. The page limitation for this section excludes the staffing chart provided in accordance with Section J of this RFP, resumes, staff schedules and position descriptions.

- a. Organization: A detailed organization chart covering all staff for the Center, OA and CTS. Include any contracted or National Training Contractor staff with each, if applicable, and a completed Staffing Chart (Attachment J-4)
- b. Schedules: Staff schedules showing coverage of critical functions for residential living, career preparation, academic and career technical training, counseling and security.
- c. Position Descriptions: Position descriptions of each senior staff (Key Personnel) responsible for significant key areas on center such as department heads. At a minimum, include position descriptions for staff who will carry out the following or similar functions within your organizational structure:
 - 1) Center Director
 - 2) Deputy Center Director
 - 3) Administration Director/Manager
 - 4) Programs Director
 - 5) Training Managers (Academic and Career Technical Training)
 - 6) Career Success Manager (Social Development Manager)
- d. Resumes: Resumes of the proposed Center management team (Key Personnel), including the following positions (or similar positions within your organizational structure):
 - 1) Center Director
 - 2) Deputy Center Director
 - 3) Administration Director/Manager
 - 4) Programs Director
 - 5) Training Managers (Academic and Career Technical Training)
 - 6) Career Success Manager (Social Development Manager)

The resumes shall include information on the nominees' educational and training accomplishments as well as past work and other relevant experience, including any special accomplishments and skills. In addition to resumes, offerors shall provide letters of commitment to work on the contract for each individual proposed.

- Offerors shall indicate whether persons being proposed as key personnel are currently being proposed as key personnel for any other projects. Offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process. Failure to do so, or information received to the contrary, will be reflected in the evaluation. (See Section M.2, A, Notice on Key Personnel.)
- e. Corporate Oversight: Explanation of corporate services and support (General and Administrative services) that will be provided to this contract. Describe the experience and specific areas of expertise of corporate staff that will provide oversight.
 - f. Staff Development & Incentives: A narrative detailing what efforts the contractor will make to develop, retain, and reward staff. Include what specific incentives will be provided and how these may be earned. In addition, include what specific positions will be eligible for an incentive payment, timetable for such payment, and whether or not such payments will be charged to this contract.
 - g. Transition/Phase-out Plan: The incumbent shall submit a Phase-Out Plan and new offerors shall submit a Transition Plan. Costs will be submitted as part of the Business Management Proposal.

The Government recognizes that if the incumbent contractor is not the successful offeror, the successful offeror will then assume an existing Job Corps center operation as negotiated. If so, the incoming contractor will have a transition period in which to become familiar with the presently operating center, as well as time to interview and hire staff necessary to operate the center.

The successful offeror will be required to take over complete operation of the center with the start of performance under the resultant contract. The transition period begins no less than 30 days prior to that date and will be negotiated as a separate statement of work.

Accordingly, offerors other than the incumbent contractor should submit a detailed Transition Plan. Included will be the period of time required for each action, staff requirements, and major steps to be accomplished during the transition period. The Government also recognizes that if the incumbent is not the successful offeror, the incumbent contractor will have specific activities to perform in the orderly phase-out of operations; therefore, the incumbent shall outline in detail a 30-day Phase-Out Plan. Included will be the period of time involved for each action, staff requirements, and major steps to be accomplished during the phase-out period. The phase-out period

will begin the same time as the transition period, 30 days prior to the end of the incumbent's contract, and end on the last day of the incumbent's contract.

There will be only one operating contractor responsible for the center's operation at any given time. Transition preparations shall not cause any unreasonable interference with the departing contractor's operation. When the new contractor begins operations, the former contractor will not cause any unreasonable interference with the new operator's program.

2. Part 2: Past Performance

Proposals will be evaluated based on the offeror's (and/or its principals') relevant past performance, as determined by the Government. Relevant means that the offeror (and/or its principals) have, within the 3 years preceding the submission of this proposal, performed a contract similar in size and scope to the one described in this Solicitation. Relevant contracts [do not] need to be with the Job Corps program (including center operations, outreach/admissions, or career transition).

When the offeror is a joint venture or contractor team at the prime level, the past performance of the team, if any, will be considered. If the team has no relevant past performance, but one or more team members do, the Contracting Officer will make a determination, at their discretion, based on the availability of past performance information for a team member, and the nature and extent of that team member's proposed contribution to the work of the contract, as to whether or how to evaluate past performance for the team.

- a. Firms Without Relevant Past Performance: An offeror without a record of relevant past performance or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance. Each offeror that believes it is without relevant past performance, in the proposal transmittal letter, attest to the fact that neither the firm nor its principals possess a record of past performance relevant to the requirements of the RFP and that no proposal section on Past Performance is included in the proposal submission.
- b. All Other Firms: All other firms shall submit the following information:
 - 1) Current/Recent Contracts: Offerors must provide a list of contracts and programs that they currently operate or have operated within the past three years. The list must include the following information:
 - Contract number
 - Contracting agency/entity

- Agency contact information
 - Period of performance
 - Contract value
 - Description of service provided
- 2) **Narrative:** Offerors may submit up to five (5) pages of information for consideration, which describes problems encountered and corrective actions taken on contracts within the past three (3) years
- 3) **Past Performance Questionnaires:** Offerors must complete Section A of Attachment J8 for each Past Performance reference and then provide this questionnaire to the Government agency or company providing the Past Performance evaluation for completion of Sections B-F of Attachment J-8. The evaluator must return the questionnaires directly to: *Insert name of Contracting Officer and address.*

3. Part 3: Business Management Proposal (Cost Proposal & Small Business Subcontracting Plan)

3.1. Cost Proposal

Costs shall be mentioned only in the Cost Proposal, which will include OA and CTS (if applicable) - separately tabbed) and nowhere else. Offerors shall not propose costs for capital line items including: Construction, Rehabilitation and Acquisition (CRA), Equipment, GSA Vehicle Rental or Career Technical Skills Training (CTST). Budget and funding for these cost categories shall be provided post-award as determined necessary.

In addition to the written cost proposal, offerors **shall** provide the following on CD using EXCEL 2003 or earlier version:

- Form 2110
- Staffing Chart
- Estimated Cost, Fixed and Incentive Fee table (G.1 A)
- Fee table (G.1 C.2)
- Estimated Cost, Fixed and Incentive Fee table for Option Years (G.3)

The offeror's Cost Proposal shall consist of the following and in the order stated: (Sample forms and attachments are shown in Section J)

a. Business Management Data

- 1) A completed Standard Form 33, Solicitation, Offer and Award
- 2) Statement of Financial Capability (ETA 8554)

- 3) Applicable Certifications and Cost Accounting Standards Notices and Certification as required in Section K of this RFP.
- 4) A copy of the offeror's Indirect Cost Negotiation Agreement from the cognizant federal agency. The Cost Proposal may propose a G&A ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, will become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate. If the offeror does not have an approved rate, the submission shall include a proposed rate along with supporting justification.
- 5) An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard assets, to insure that funds are accounted for by cost categories, to check the accuracy and reliability of the accounting data, to promote operating efficiency, and to permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by a certified public accountant (CPA), licensed public accountant, a bona-fide accounting or audit organization such as Defense Contract Audit Agency (DCAA) or an entity of equivalent status acceptable to the Government.

b. Staff Salary Structure and Compensation Plan

- 1) Total Compensation Plan

This plan shall include a description of salaries and fringe benefits, and any bonuses, monetary awards, and other contingent payment plans for all staff charged directly to this contract. The narrative must explain the policy under which these payments will be dispersed.

Offerors shall justify proposed salary levels using prevailing wage rate data from the local labor market, the National Job Corps Staff Compensation data as described below, or a combination of both.

Offerors may propose adjustments to staff compensation expense due to vacancy savings, overtime expense, night differentials, holiday differentials and other factors.

In developing staff compensation plans, offerors shall give consideration to the National Job Corps Staff Compensation Report (Attachment J-12). This table reflects independent, expert advice that has been given to the U.S. Department of Labor concerning the average salary levels that would be competitive within the local labor

market. The data in the table that is attached to this RFP has been adjusted for inflation to reflect salary levels that will be appropriate at the beginning of the contract performance period, and to reflect labor cost conditions in the center's locality. The amounts shown on the table reflect the average annual salary ranges for each category of position along with an allowance for employer paid fringe benefits equaling 24.8% of base salary costs.

2) Staff Salary Structure

This shall include a description of the offeror's salary grade structure including positions in each grade, and annual salary ranges for each grade level.

The National Job Corps Staff Compensation Report (Attachment J-12) organizes data to reflect a model national salary structure for most of the job categories typically employed at Job Corps centers.

3) Staffing Chart

The offeror shall include a completed Staffing Chart that will indicate the number of staff for each center function. (Attachment J-4), which shall also be included in the Staff Resources Proposal.

c. **Cost and Price Analysis Summary:** Center, Attachment J-1

d. **Narrative Cost Detail - Center**

- 1) ETA 2110 Financial Display by Year: Attachment J-3
- 2) A narrative justification for each line item of the ETA 2110 for the first base year. Include all explanatory narratives and calculations showing how costs are determined. For the second base year, provide detailed narrative only for those costs that exceed the OMB inflationary rate. For the purposes of this RFP, the inflationary rate used in projecting costs shall be ____%. Cost justifications based solely on historical data will be considered insufficient to support cost proposals. Historical data may be used to the extent that it can be shown to be relevant to this specific procurement, reflective of any changed conditions and circumstances. Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, facility maintenance, and other costs outlined on the ETA 2110 were determined. Include the backup data to support the type of labor and estimated numbers of staff within each labor category.

The facility shall be provided as Government-furnished property at no cost to the contractor.

For center operations, the contractor shall propose a fee consisting of a base fixed fee and an incentive fee. Except as provided in Attachment J-6, for Historically Poor Performing Centers, the base fixed fee shall not exceed 3.6% of estimated total direct and indirect costs. The incentive fee shall be proposed at a level equal to 1.2% of estimated total direct and indirect costs (the level that will be used for invoicing purposes.) It is understood that the incentive fee range shall be from \$0 to 2.4% of estimated total direct and indirect costs. In addition, the contractor will have the opportunity to earn a Performance Excellence Bonus in accordance with Job Corps' Incentive Fee plan. However, the Performance Excellence Bonus should not be included in the offeror's cost proposal, but will be identified in the resultant contract. At the end of the contract year, the contractor's performance shall be evaluated and incentive fee paid in accordance with Section G.1.C.2.

Under those ETA 2110 line items relating to staff costs, show the following : (1) position title; (2) number of positions in terms of full-time equivalents (FTEs); (3) range of annual salaries/wages for the position title; (4) average direct annual salary/wages on a per FTE basis (5) average benefits and other indirect employee compensation costs on a per FTE basis; (6) total employee compensation cost to the contract for each position title. Individual, separate staff position costs will be included in the narrative justification for each line item of the ETA 2110. Do not consolidate costs for similar positions. Show each position cost separately.

Include a breakdown of the amount estimated for travel, including destination, duration, purpose and cost (per diem and transportation).

Include backup data to support the estimated amount of material and subcontracting (if applicable), including description of materials to be procured, basis for proposed subcontract, and amounts proposed.

Subcontract information shall contain the list of names and addresses of any proposed subcontractors or consultants the offeror intends to use in the performance of the contract. Include the following information about subcontractors in excess of \$25,000:

- i. Will the subcontractor be able to start performance at the beginning of the contract period?
- ii. What is the total cost of each subcontract?
- iii. What experience does the subcontractor have in this technical area?
- iv. What services (skills) will the subcontractor provide?

e. Option Extension Information - Center

The Cost Proposal shall include estimated costs, including G&A, fixed and incentive fee for three one (1) year extensions of this contract. The Government shall have the unilateral right to exercise options to extend the contract for additional year(s) pursuant to FAR Clauses 52.217-08 and -09 of the Schedule, "Option to Extend." Such extensions shall herein after be referred to as "options."

The proposal will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110. The contractor understands that the estimated costs for operating the Job Corps center in each of the option years will be based on the previous contract amount in the preceding year, with an economic price adjustment. The amounts proposed in the Option Years are therefore considered provisional. For the purposes of this RFP, the inflationary rate used in projecting costs shall be ____%.

f. Cost and Price Analysis Summary – OA/CTS (if applicable): Attachment J-1

g. Narrative Cost Detail – OA/CTS (If applicable)

- 1) An ETA 2110 OA/CTS Financial Display by Year, (Attachment J-3) which shall be used as a recapitulation sheet for the ETA 2110 OA/CTS for two (2) base years and three (3) option years. For the purposes of this RFP, the inflationary rate used in projecting out-year costs shall be ____%.
- 2) A narrative justification for each line item of the ETA 2110 OA/CTS for each of the two (2) base years. Include all explanatory narratives and calculations showing how costs are determined.

Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, and other costs outlined on the ETA 2110 OA/CTS were determined. Cost justifications based solely on historical data will be considered insufficient to support cost proposals. Include backup data to support the type of labor and estimated numbers of staff within each labor category.

Under those ETA 2110 line items relating to staff costs, show the following: (1) position title; (2) number of positions in terms of full-time equivalents (FTEs); (3) range of annual salaries/wages for the position title; (4) average direct annual salary/wages on a per FTE basis (5) average benefits and other indirect employee compensation costs on a per FTE basis; (6) total employee compensation cost to the contract for each position title.

For Outreach/Admissions and Career Transition Services components, the contractor shall propose a fee consisting of a base fixed fee and an incentive fee. The base fixed fee shall not exceed 3.6% of estimated total direct and indirect costs. The incentive fee shall be proposed at a level equal to 1.2% of estimated total direct and indirect costs (the level that will be used for invoicing purposes.) It is understood that the incentive fee range shall be from \$0 to 2.4% of total direct and indirect costs. In addition, the contractor will have the opportunity to earn a Performance Excellence Bonus in accordance with Job Corps' Incentive Fee plan. However, the Performance Excellence Bonus should not be included in the offeror's cost proposal, but will be identified in the resultant contract. At the end of the contract year, the contractor's performance shall be evaluated and incentive fee paid in accordance with Section G.1.C.2.

Include a breakdown of the amount estimated for travel, including destination, duration, purpose and cost (per diem and transportation).

Include backup data to support the estimated amount of material and subcontracting (if applicable), including description of materials to be procured, basis for proposed subcontract, and amounts proposed.

Subcontract information shall contain the list of names and addresses of any proposed subcontractors or consultants the offeror intends to use in the performance of the contract. Include the following information about subcontractors in excess of \$25,000:

- ii. Will the subcontractor be able to start performance at the beginning of the contract period?
- iii. What is the total cost of each subcontract?
- iv. What experience does the subcontractor have in this technical area?
- v. What services (skills) shall the subcontractor provide?

h. Option Extension Information – OA/CTS

The Cost Proposal shall include estimated costs, including G&A and fixed fee for three one (1) year extensions of this contract. The Government shall have the unilateral right to exercise options to extend the contract for additional year(s) pursuant to FAR Clauses 52.217-08 and -09 of the Schedule, "Option to Extend." Such extensions shall hereinafter be referred to as "options."

The proposal will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110 OA/CTS. The contractor understands that the estimated costs for operating the Job Corps outreach/admissions and career transition services program in each of the option years will be based on the previous contract amount in the preceding year, with

an economic price adjustment. The amounts proposed in the Option Years are therefore considered provisional. For the purposes of this RFP, the inflationary rate used in projecting costs shall be ____%.

i. **Transition/Phase-Out Costs**

The Cost Proposal shall include a description of estimated costs for Transition or Phase-Out.

It is the intent of the Government to have an orderly operation during the last 30 days of the incumbent's contract (see FAR Clause 52.237-3, Continuity of Service). Therefore, the incumbent contractor will be allowed only the normal costs of operating the center for the final month of the contract. The incumbent's administrative activities required to orient the incoming contractor will be an allowable direct cost. It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities as inventory comparison checks with the new contractor and final billings comparison checks with the new contractor and final billings after contract expiration. The allowable cost for Phase-Out will be limited to unused and unpaid leave for which cost accrual has not been made and if applicable, severance pay and relocation in accordance with personnel policies approved for this contract by the contracting officer and any other costs determined to be reasonable by the contracting officer.

3.2. Small Business Subcontracting Plan (Does not apply to Small Businesses)

Offerors shall submit a subcontracting plan prepared in accordance with FAR Clause 52.219.9. The plan shall cover the base two (2) year contract period, and each of the option years. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business (includes 8(a) businesses), 3) women-owned small business, 4) veteran owned small businesses (includes service disabled veteran owned small businesses), 5) service disabled veteran owned small businesses, and 6) HUBZone concerns. The offeror shall complete and submit Attachment J-7, Subcontracting Plan Summary Sheet both in hard copy and on CD using EXCEL 2003 or earlier version.

The contractor shall determine the dollar value of services to be subcontracted. Of that amount, the contractor must, at a minimum, award subcontracts so as to achieve the following goals:

| | |
|--------------------------------|-------|
| Small Businesses | 28.8% |
| Small Disadvantaged Businesses | 5% |
| Women-owned Small Businesses | 5% |

| | |
|---|----|
| HUBZone Small Businesses | 3% |
| Veteran Owned Small Businesses | 3% |
| Service Disabled Veteran Owned Small Businesses | 3% |

It should be noted that a single subcontract award may satisfy requirements in one or more of the categories listed above.

The goals listed above are the minimum that an offeror must propose to be eligible for award. Offerors are encouraged to strive to achieve the following subcontracting goals, as established by the U.S. Department of Labor:

| | |
|---|-----|
| Small Businesses | 61% |
| Small Disadvantaged Businesses | 11% |
| Women-owned Small Businesses | 7% |
| HUBZone Small Businesses | 3% |
| Veteran Owned Small Businesses | 3% |
| Service Disabled Veteran Owned Small Businesses | 3% |

The Department of Labor encourages subcontracting key program components to small business concerns. Key components include personnel to deliver social development, academic education, career technical training and administration. For proposed subcontracting of key components, the appropriate section of the technical proposal must describe in detail the organizational relationships and procedures established to ensure proper management, oversight, training, coordination, etc. A complete breakdown of costs associated with the subcontracting of a key component of center operations must be displayed in the Cost Proposal. This should also include any costs associated with oversight of the sub-contractual relationship.

Small Businesses should note that while a subcontracting plan is not required, it is requested that they provide a listing of subcontracts that are anticipated. The subcontract list should include at a minimum a list of the functions, tasks, and positions that are proposed and the anticipated dollar value.

C. Specific Instructions – Stage Two: Management Capability:

(Limited to those offerors determined to be within the competitive range)

At the Government's discretion, as part of the evaluation process, those offerors determined to be within the competitive range **may be requested** to either:

- Submit an additional written proposal section or,
- Deliver an oral presentation.

If determined to be necessary, all offerors within the Competitive Range shall be required to respond to this requirement.

In the event that the Government determines that either an additional written submission or an oral presentation is required, the information shall be used by the Government in its evaluation and selection of the awardee.

Evaluation factors are shown in Section M.

1. Content

If either an oral presentation or written submission is required, it shall consist of responses to the following questions only. No price information shall be included. The questions shall be addressed in the order shown below.

Management Capability:

- a. What challenges do you anticipate for the operation of the contract and what strategies do you propose to address those challenges?
- b. How will students be involved in the operation and management of the center?
- c. What aspects of your proposal or your corporation, including services and resources, do you feel would make your efforts particularly effective in providing quality services under this contract?

2. Written Submission Requirements:

A written submission, if required, shall comply in format and presentation with the requirements listed in Section A. General above. The submission shall not exceed 20 pages.

3. Oral Presentation Requirements:

The anticipated dates for oral presentations to begin will be _____. Offerors within the competitive range will be notified no later than three (3) weeks prior to the dates scheduled for oral presentations.

The oral presentation shall be delivered by the offeror to the Government's evaluation panel using the procedures shown below:

A. Form of Presentation

Offerors must make their presentations to the Government in person. Submissions of videotape or other forms of media will not be accepted in lieu of the oral presentation. Needed equipment must be requested and approved by the Government. Such requests shall be made to the Contracting Officer no later than five (5) working days before the scheduled presentation. The conference room will be available for review

prior to the presentation by appointment only. Contact _____ for an appointment. The room will be available for equipment setup one (1) hour prior to the presentation.

B. Scheduling

Once the Contracting Officer has set the competitive range, if oral presentations will be required, each offeror within the range will be provided a date, time and location for the oral presentation. The order in which offerors will make their presentations will be determined by drawing of lots. Once notified, the offeror must make the presentation at the required date and time. Requests to be rescheduled will not be entertained unless exigencies make the attendance of the offeror virtually impossible. The Government retains the sole right to reschedule oral discussions and presentations.

C. Offeror's Presentation Team

Only members of the offeror's staff and any staff proposed to work on the contract by that offeror may participate in the presentation. Offerors are encouraged to make the proposed Center Director a part of the team. Offerors may have no more than five (5) personnel on their presentation team. The presentation team may be supplemented by one (1) technical support staff.

D. Time Allowed

It is the offeror's responsibility to comply with time guidelines. Extensions will not be available.

Each offeror will have a maximum of one (1) hour in which to make the presentation. The time limit will start upon the Government's direction to begin.

E. Questions

After completion of the presentation, the Government will caucus to identify any questions relating to the presentation. The offeror will be given an opportunity to respond. Such questioning shall not exceed one (1) hour.

F. Documentation of Oral Presentation

The offerors must present a listing of the names, firms and position titles of all presenters at the time of the presentation. At the beginning of the presentation offerors must furnish _____ copies of any material to be presented visually at the oral presentation. Visuals used may include only content covered in the oral presentation, and shall not be used as a method of providing additional written content not addressed orally. The Government may videotape the presentation and use these recordings during evaluation of the oral presentation. The offerors may not record their own presentations. Any recording of an offeror made by the Government will be furnished to

that offeror, as soon as possible, following the presentation. Written materials will not be returned to the offeror.

4. Discussions

A. If an oral Management Capability presentation is required, the Government may provide discussion questions regarding both the offeror's initial proposal and the Management Capability submission, and a specified period of time during which to prepare and submit a written Final Proposal Revision addressing the Government's questions.

B. If a written Management Capability submission is required, offerors within the competitive range will be notified of a due date for that submission. The Government may provide discussion questions regarding both the offeror's initial proposal and the Management Capability submission, and a specified period of time during which to prepare and submit a written Final Proposal Revision addressing the Government's questions.

C. If no oral presentation or written submission is required, the Government may provide discussion questions regarding the offeror's initial proposal following establishment of the competitive range. The offerors within the competitive range will be notified that only a Final Proposal Revision will be required. Offerors may be provided with a list of discussion questions, and a specified period of time during which to prepare and submit a written Final Proposal Revision addressing the Government's questions.

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS AND SELECTION FOR AWARD

Proposals will be reviewed by a panel of evaluators. Each panelist will evaluate the proposals in accordance with specific evaluation factors enumerated in this Section (M). The Contracting Officer may award a contract on the basis of initial proposals received, without discussions or any opportunity to make an oral presentation or further submission. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Note that all ratings are considered advisory only, and are not binding on the source selection official.

Proposals will be evaluated using an adjectival rating system which includes five (5) adjectives. Each Part of the proposal will be evaluated and assigned an adjectival rating. The adjectival ratings definitions included herein, shall be used to determine to the adjectival rating that most closely describes the panel's assessment. The adjectives are as follows.

- Exceptional
- Very Good
- Satisfactory
- Marginal
- Unsatisfactory

Evaluation Factors

The proposal parts and sections listed below are presented in the order of importance they will receive in the evaluation, (i.e. Part 1 is of the greatest importance, Part 2 is the second most important, and so forth.) The Technical Proposal is divided into sections which are further divided into sub-sections. The order of emphasis for each sub-section is also indicated numerically with 1 being the most important within that section.

FACTOR 1. Technical Proposal

1.1 Technical Approach Section

| Technical Approach Sub-sections | Order of Importance |
|---|----------------------------|
| Outreach | |
| Admissions (<input type="checkbox"/> applicable <input type="checkbox"/> not applicable) | |
| Career Preparation Period | |
| Career Development Period | |
| Administrative & Management Support Services | |
| Career Transition Services (<input type="checkbox"/> applicable <input type="checkbox"/> not applicable) | |

Each Technical Approach submission and Management Capability (either written or oral) will be evaluated against the factors detailed below, **which are all of equal importance**:

- a. To what extent does the proposal demonstrate the offeror's understanding of the work to be accomplished and how that work will be performed in accordance with the Job Corps program's mission and policies?
- b. How effectively does the offeror's proposal recognize and tailor programs to operate in the context of the center's student population, site condition, configuration, geographic location and the local and regional labor market, and any other data provided by the Government?
- c. How effective is the proposal in offering feasible strategies and methods to ensure the achievement of Job Corps' specified outcomes and quality indicators?

1.2 Staff Resources Section

| Staff Resources Sub-sections | Order of Importance |
|---|----------------------------|
| Level and adequacy of staffing | |
| Qualifications of the proposed management team (Key Personnel) | |
| Extent of management/corporate services and support (G&A) that will be provided to this contract | |
| Appropriateness and adequacy of the staff development, retention and incentives | |
| Proposed Center Director credentials, experience, accomplishments and commitment to work on the contract | |
| The extent the transition/phase out plan demonstrates the offeror displays knowledge the scope of the tasks to be accomplished and adequacy of the corporate resources proposed to complete the scope of tasks to be accomplished | |

FACTOR 2. Past Performance

Past Performance

For purposes of this procurement, the Government will consider Past Performance information for the offeror or entity and/or its principals proposed as the prime contractor. Only that offeror's performance as a prime contractor or as a principal of the prime contractor will be considered. Past performance of proposed subcontractors will not be evaluated under these factors.

EXCEPTIONAL
 VERY GOOD
 SATISFACTORY
 MARGINAL

UNSATISFACTORY
NEUTRAL

When the offeror is a joint venture or contractor team at the prime level, the past performance of the team, if any, will be considered. If the team has no relevant past performance, but one or more team members do, the Contracting Officer will make a determination, at their discretion, based on the availability of past performance information for a team member, and the nature and extent of that team member's proposed contribution to the work of the contract, as to whether or how to evaluate past performance for the team.

In addition to the information provided by the offeror in response to Section L, the Government will consider information solicited or received from other governmental and non-governmental sources. The contractor's references will assist in collecting this information. References other than those identified by the offeror, may be used by the Government. All such information may be used in the evaluation of the offeror's past performance.

The Government reserves the right to contact any or all of the references provided by the offeror and/or known to the Government. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

In evaluating past performance, the Government will focus on information that demonstrates quality of the offeror's experience relative to the size and complexity of the procurement under consideration.

In accordance with the Federal Acquisition Regulation, an offeror without a record of relevant past performance shall not be evaluated favorably or unfavorably for this category. The overall rating for the offeror's proposal shall be based on the ratings for all other proposal sections. Past Performance will not be used as a factor in determining the overall rating.

FACTOR 3. Business Management Proposal

3.1 Cost Section

The Cost Proposal evaluation is a technical assessment of whether the costs proposed are fair and reasonable. In evaluating the Cost Proposal, the Government shall not weigh cost against technical merit, but shall evaluate the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered. The Estimated Cost itself shall not be scored.

Proposals shall be evaluated on the extent to which the allocation and supporting explanation of costs shown in the proposed contract budget assure a reasonable and prudent expenditure of Federal funds in the performance of this contract, and within the requirements of the program.

A cost realism analysis shall be performed to determine the probable cost of performance for each offeror. The probable cost shall reflect the Government's best estimate of the cost of a contract that is most likely to result from the offeror's proposal. The Government shall determine the probable cost by adjusting each offeror's proposed cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the Government's cost realism analysis.

Factors to be considered in the evaluation are presented below in the order of importance they will receive in the evaluation.

1) Narrative Cost Detail

- a) Adherence to RFP requirements.
- b) Explanation and support of all costs proposed, including wages, benefits, utilities, services, supplies, etc., to include an analysis of the specific elements of the offeror's cost proposal to determine whether proposed cost elements:
 - i. Reflect a clear understanding of contract requirements;
 - ii. Are realistic for the work to be performed;
 - iii. Are consistent with the methods of performance and materials described in the offeror's technical proposal;
 - iv. Assure a reasonable and prudent expenditure of Federal funds in the performance of this contract;
 - v. Are accurately calculated.

2) Staff Salary Structure and Compensation Plan

- a) Adherence to RFP requirements;
- b) Understanding of the level of staffing needed to deliver the work;
- c) Levels of responsibility commensurate with each staff grade level;
- d) Salaries and benefits needed to attract and retain qualified staff.

The Government will evaluate the Total Compensation plan to determine the extent to which the proposed compensation (salaries, fringe benefits, bonuses, or monetary awards to employees):

- reflects a sound management approach, an understanding of the requirements to be performed, the distinct differences in skills and the complexity of varied disciplines, as well as job difficulty;

- demonstrates the offeror's ability to provide uninterrupted work of high quality;
- supports recruitment and retention of qualified personnel; and,
- demonstrates realism and consistency in the total plan for compensation (both salaries and fringe benefits).

Proposals offering total compensation levels less than the mid-point of the ranges represented in the National Compensation survey will be evaluated on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent employees. Offerors are cautioned that instances of lowered compensation for essentially the same work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the complexity of the requirements.

Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the job categories so as to impair the contractor's ability to recruit and retain competent employees may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

An assessment of the potential for adverse effect upon performance and maintenance of the required number of employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

3) Business Management Data

- a) Adherence to RFP requirements;
- b) Completeness, consistency, and financial adequacy.

4) Cost and Price Analysis Summary

- a) Adherence to RFP requirements;
- b) Accurate calculations and appropriate rates for G&A, fixed, and incentive fees;
- c) Reasonable and appropriate fringe benefits.

5) Option Extension Information

- a) Adherence to RFP requirements;
- b) Accurate calculations based on correct inflationary factors.

6) Transition/Phase-Out Costs

- a) Adherence to RFP requirements.
- b) Explanation and support of all costs proposed, to include an analysis of whether proposed cost elements:
 - i. Reflect a clear understanding of contract requirements;
 - ii. Are realistic for the work to be performed;
 - iii. Are consistent with the methods of performance described in the offeror's Transition/Phase-Out Plan;
 - iv. Assure a reasonable and prudent expenditure of Federal funds in the performance of this contract;

Are accurately calculated.

3.2 Small Business Subcontracting Plan (Not Applicable to Small Business)

A. Subcontracting plans will be evaluated in terms of the following:

- 1) To what extent does the plan fully address all aspects of FAR 52.219-9?
- 2) How effective is the proposal in offering concrete, feasible, proven strategies and methods to ensure the achievement of small business goals in each category?
- 3) To what extent does the offeror plan to subcontract major program components? (The Office of Job Corps seeks to encourage subcontracting major portions of Center operations. Therefore, offerors proposing to subcontract key program components may be eligible for maximum credit, i.e. major components include personnel to deliver Social Skills, Academic Education, Career Technical Training, Administration; minor components - OA&CTS, Health Services).

Plans that do not meet mandated goals shall receive a rating of Unsatisfactory.

B. Subcontract Cost (if applicable)

Small Businesses should note that a small business subcontracting plan is not required. However, if an offeror (large or small) will utilize subcontracts in the execution of this requirement, the offer shall submit a listing of subcontracts that are anticipated. The subcontract list should include at a minimum a list of the functions, tasks, and positions that are proposed and the anticipated dollar value.

If proposed, cost information for each subcontractor shall be furnished in the same format and level of detail as prescribed for the prime offeror. Additionally, the offeror shall submit the following information:

- 1) A description of the items to be furnished by the subcontractor and;
- 2) Identification of the type of subcontract to be used.

If the Government determines that either an additional written submission or an oral presentation regarding the offeror's management capability is required for offerors determined to be in the competitive range, such information shall be evaluated as part of the Technical Approach and shall be considered to be of greatest importance in the overall evaluation of the Technical Approach.

M.2 SUPPLEMENTAL INFORMATION

The following information is presented to further assist offerors in responding to this RFP, as well as to provide information regarding how the Government will make the award decision.

A. Notice on Key Personnel

Offerors shall indicate whether persons being proposed as key personnel are currently being proposed as key personnel for any other projects. Offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process.

Key Personnel are defined as persons holding the following positions :

- 1) Center Director
- 2) Deputy Center Director
- 3) Administration Director/Manager
- 4) Programs Director
- 5) Training Managers (Academic and Career Technical Training)
- 6) Career Success Manager (Social Development Manager)

Prior to award of a contract the Government will ask the successful offeror to verify the availability of all named Key Personnel. If, for any reason, the named Key Personnel will not be assigned to this project, the offeror may submit the name and qualifications of one or more proposed replacements. If, in the opinion of the Contracting Officer, a person proposed as a replacement is of substantially equivalent qualifications, award may still be made to the offeror. If proposed replacements are not equivalent, the contracting officer may reject the proposal. The contracting officer may then award the contract to another offeror or reopen negotiations with all offerors.

B. Competitive Range

In instances where more than one proposal is found acceptable, the Contracting Officer shall establish a competitive range in accordance with FAR 15.306. The limit of what constitutes the competitive range in a particular case is a matter of judgment for determination by the Contracting Officer.

In accordance with FAR Subpart 15.3, the Contracting Officer may further limit the number of offerors in the competitive range to the number that will permit an efficient competition among the most highly rated proposals.

C. Discussions – Oral Presentations - Final Proposal Revisions

Discussions will be held with all offerors who submit proposals determined to be within the competitive range. However, in some instances, award may be made on the basis of initial proposals received (FAR 52.215-1). If discussions are held, offerors shall be given an opportunity to submit such cost, technical, or other revisions in their proposals as may result from such discussions. As a part of the discussions process, offerors may also be required to make oral presentations, and will be required to document in their written final proposal any and all revisions they identified during the oral presentations. All offerors shall be informed in writing of the closing of negotiations and the common due date for receipt of final proposal revisions. **Final Proposal Revisions are limited to a maximum of 30 pages.** Technical revisions will be in writing as a response to the Government's written concerns. The Final Proposal Revision shall be limited to responses to the Government's concerns. The Cost Proposal shall be revised to the extent necessary to reflect all cost-related changes and the Subcontracting Plan shall be revised as needed to reflect any changes made to the Cost Proposal or to respond to the Government's discussion questions. In the event that an offeror's Final Proposal Revision does not fully substantiate costs or explain noted cost inconsistencies, the proposal rating may be downgraded.

D. Selection for Award

Award will be made to the offeror who has submitted the proposal that offers the best value to the Government. In making this determination, all evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government may conduct a technical/cost trade-off analysis and may select other than the low-cost offeror.

E. Calculation and Evaluation of Cost

The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A expense, and the fixed and incentive fee. In evaluation of costs, the Government will use the probable cost of a contract resulting from the offeror's

proposal, as determined by the Government in accordance with FAR 15.4. The following will be considered in making the final selection of the successful offeror:

1. Base two-year costs
2. Option year costs
3. Total Costs
4. Transition costs
5. Phase-out costs
6. Price Evaluation Adjustments: For full and open competitive procurements, the Contracting Officer will evaluate offers by making the following adjustment, when applicable:

HUBZone Businesses: adding a factor of 10 percent (10%) to the price of all offers except:

- Offers from HUBZone small business concerns that have not waived the evaluation preference, and
- Otherwise successful offers from small business concerns.

Except when it is determined, in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total costs for all options to the total costs for the basic requirement. Evaluation of options will not obligate the Government to exercise the options. In evaluating the total five (5) year costs, the Government will place more weight on the base two (2) year costs because of the uncertainty of award of option years.

After a cost analysis of each Business Management Proposal for the base period (i.e., the base two-year period for the operation of the center), the options, and the total cost, a further evaluation will be performed to determine the reasonableness of costs presented for Phase-Out and/or Transition. The incumbent will not incur a transition cost. The phase-out cost of the incumbent will be added to the proposed cost of a challenging offeror when considering total estimated cost. In consideration of the above, it is imperative that the incumbent does not overstate phase-out costs, as they will be reduced for cost comparison purposes based on their failure to meet the test of reasonableness noted above.

The contracting officer's decision to award an option will be made in accordance with FAR 17.207(c).

M.3 CONTRACTOR RESPONSIBILITY

The Contracting Officer will make a determination of responsibility in accordance with FAR 9.105-2. Should a determination of non-responsibility be made, the offeror will be dropped from consideration for contract award regardless of technical scores and cost. In the case of a small business concern, the matter will be referred to the Small Business Administration pursuant to FAR 19.6. Factors considered in determining responsibility include:

- ❑ Financial resource adequacy
- ❑ Ability to comply with the Statement of Work
- ❑ Past record of performance
- ❑ Record of integrity and business ethics
- ❑ History of prevention and management of significant incidents, if offeror has previously operated or is presently operating a Job Corps center
- ❑ U.S. Department of Labor review reports of offeror's Job Corps Center(s) if offeror has previously operated or is presently operating a center
- ❑ Program and fiscal controls
- ❑ Quality and quantity of corporate staff available to support this contract

M.4 EVALUATION OF OPTIONS

52.217-5 EVALUATION OF OPTIONS (Jul-90) is incorporated by reference.