

<b>SOLICITATION, OFFER AND AWARD</b>		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)
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**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 ATTACH.			
<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	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS
(See Section I, Clause No. 3.3.1-6)	%	%	%	%

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)
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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
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**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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### **PART I: THE SCHEDULE**

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### **PART II: CONTRACT CLAUSES**

I.	Contract Clauses .....	
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### **PART III: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

J.	List of Attachments .....	
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**SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS**

The Department of Labor, Job Corps has a requirement for providing Outreach/Admissions and Career Transition Services in the state of \_\_\_\_\_.

The North American Industry Classification System (NAICS) code for this acquisition is **561990**. The small business size standard is **\$7M**.

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 resident male students, resident female students, and non-resident male and female students.

The Contractor shall provide Post-Center **Career Transition Services** annually for \_\_\_\_\_ youth returning to the state of \_\_\_\_\_.

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

YEAR	ITEM	DESCRIPTION	ESTIMATED COST	NOT TO EXCEED COST ESTIMATE*
Base Period XX/XX/XXXX through XX/XX/XXXX	0010	Outreach/Admissions operations		
	0011	Career Transition Services operations		
	0012	Equipment*		
	0013	GSA Vehicles*		
OY 1 XX/XX/XXXX through XX/XX/XXXX	1010	Outreach/Admissions operations		
	1011	Career Transition Services operations		
	1012	Equipment*		
	1013	GSA Vehicles*		

OY 2 XX/XX/XXXX through XX/XX/XXXX	2010	Outreach/Admissions operations		
	2011	Career Transition Services operations		
	2012	Equipment*		
	2013	GSA Vehicles*		
OY 3 XX/XX/XXXX through XX/XX/XXXX	3010	Outreach/Admissions operations		
	3011	Career Transition Services operations		
	3012	Equipment*		
	3013	GSA Vehicles*		

\* For capital line items including Equipment and GSA Vehicles, a “not to exceed” 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.

## SECTION C. STATEMENT OF WORK

### C.1 GENERAL

#### A. Background

Job Corps is a national residential training and employment program administered by the 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 educational and career technical skills training and support services. The unique combination of services provided in the Job Corps is intended to better 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 Outreach/Admissions and Post-Center Career Transition Services program as set forth in Title 1, Subtitle C of the Workforce, Investment Act of 1998, and the Job Corps Policy and Requirements Handbook. The basic purpose of the Outreach and Admissions program is to provide a comprehensive approach to ensure that sufficient numbers of disadvantaged youth between the ages of 16 and 24 are enrolled in specified Job Corps Centers.

The basic purpose of the Post-Center Career Transition Services System is to provide the necessary assistance and support to ensure that eligible students leaving the Job Corps program are placed into a job, the military, or additional training, and that program graduates receive the support necessary to retain employment long-term.

The general scope of work includes the participation of the contractor in pilot projects initiated by the 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. 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 total 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/performance\\_planning.aspx](http://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx) .

**C.2 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.

The contractor shall meet the standards established by the Director of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

The contractor shall be expected to recruit and screen sufficient numbers of applicants to generate sufficient numbers of arrivals to maintain the \_\_\_\_\_ Job Corps Centers at average on-board strength of 100% of the design capacity, in accordance with the delivery schedule in Section F.

Annual arrival goals are as follows:

Center	Male Residents	Male Non-Residents	Female Residents	Female Non-Residents

At a minimum, the Outreach and Admissions program shall include the following:

1. **Outreach:** The contractor shall work cooperatively with various individuals and organizations to attract and enroll eligible at-risk youth. The contractor shall develop and implement effective marketing techniques to educate the public about the program and to ensure that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.
2. **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.
3. **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.
4. **Readmission:** The contractor shall assess and verify that applicants for readmission meet criteria found in PRH, 1.4.
5. **Applicant Assignments:** The contractor shall provide a regular flow of applicants for assignment to centers in accordance with Regional procedures and PRH 1.5.
6. **Enrollment Readiness:** The contractor shall ensure that assigned applicants are fully prepared for successful center enrollment in accordance with requirement listed in PRH 1.6.

#### B. Career Transition Services

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 new students for provision of career transition services in the numbers shown below. These are the anticipated numbers of new graduates and new former enrollees who will be assigned to the contractor each year.

          (Insert number)           Graduates  
          (Insert number)           Former enrollees.

The contractor's performance shall be measured against the goals established by the Director of Job Corps each year in the Career Transition Service 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 them with access to services that support successful transition.
- Identifying and making referrals 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 the 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 CTS service period to ensure that 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.

### C. Management

The contractor shall provide direction, management and administrative support to all functions and activities of outreach/admissions and career transition services. 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 a system that ensures 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 that promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.
3. **Staff Training:** The contractor shall provide training opportunities that ensure that staff possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 5.3, and Exhibit 5-4.
4. **Procurement and Property Management:** The contractor 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.
5. **Financial Management:** The contractor shall develop and maintain systems to effectively plan, budget and control expenses which 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 which meets all the requirements of PRH, 5.7, and Appendix 503.

**SECTION D. PACKAGING AND MARKING**

Not Required

## **SECTION E. INSPECTION AND ACCEPTANCE**

### **E.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 of 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.
  7. Review and approve required plans.
- C. 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 COTR at the contractor's offices or at 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.)

**SECTION F. DELIVERIES OR PERFORMANCE**

**F.1 TYPE OF CONTRACT**

This is a **Cost Plus Incentive Fee (CPIF)** Contract.

**F.2 PERIOD OF PERFORMANCE**

A. The terms of the contract are for a base period of 2 years with three 1-year option periods. The contractor shall provide Outreach/Admissions and, Career Transition Services 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 OA/CTS contract for the month of (Date) \_\_\_\_\_.

B. Input Schedule:    Applicable    Not Applicable

<b>Annual Arrival by Month</b>			
<b>Month</b>	<b>Male</b>	<b>Female</b>	<b>Total</b>
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

- 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.

**SECTION G. CONTRACT ADMINISTRATION DATA**

**G.1 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 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 ET contractors, including revisions and amendments thereto), is given in Parts A and B below. 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 equipment shall be maintained in a separate accounting classification to be entitled "Equipment Accounts," as outlined in PRH, Chapter 5 and Appendix 503.

The Government and the contractor recognize that the estimated costs provided for in each of the two 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 make take place more frequently, as warranted.

**A. Estimated Cost, Fixed & Incentive Fee**

The total estimated cost, fixed and incentive fees for this contract are as follows:

<b>Estimated Cost, Fixed &amp; Incentive Fee</b>		<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>2-Year Total</b>
a.	Outreach/Admissions	\$	\$	\$

b.	Fixed Fee	\$	\$	\$
c.	Incentive Fee	\$	\$	\$
d.	<b>Total O/A Operating Expense</b>	\$	\$	\$
e.	OA Equipment Expense	\$	\$	\$
f.	OA GSA Vehicle Rental Expense	\$	\$	\$
g.	<b>Total OA Expense</b>	\$	\$	\$
h.	Career Transition Services	\$	\$	\$
i.	Fixed Fee	\$	\$	\$
j.	Incentive Fee	\$	\$	\$
k.	<b>Total CTS Operating Expense</b>	\$	\$	\$
l.	CTS Equipment Expense	\$	\$	\$
m.	CTS GSA Vehicle Rental Expense	\$	\$	\$
n.	<b>Total CTS Expense</b>	\$	\$	\$
o.	<b>Total Estimated Cost (g + n):</b>	\$	\$	\$

For capital line items including Equipment and GSA Vehicles, a “not to exceed” 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 which consists of work or purchases funded under the Equipment or GSA Vehicle Rental categories listed above. There shall be no increase in fixed fee unless there is an increase in the level of effort for the contract as approved by the Contracting Officer. Indirect cost charges shall not be allowed for or based on Equipment or GSA Vehicle Rental costs.

	<b>DESCRIPTION</b>	<b><u>Not To Exceed Cost Estimate</u></b>
Base Period XX/XX/XXXX through XX/XX/XXXX	Equipment	\$
	GSA Vehicles	\$

B. Summary of Funds Available

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

<b>Cost Category</b>	<b>Amount</b>
Outreach/Admissions (Operations, Fixed & Incentive Fee)	\$
OA Equipment	\$
OA GSA Vehicle Rental	\$
Career Transition Services (Operations, Fixed & Incentive Fee)	\$
CTS Equipment	\$
CTS GSA Vehicle Rental	\$
<b>TOTAL</b>	\$

It is estimated that the above-listed available funds will cover the period \_\_\_\_\_ through \_\_\_\_\_. The fixed and incentive fees shall be paid out of the outreach/admissions and 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 Department of Labor’s Office of Cost Determination or other cognizant audit agency.

**Indirect Costs applicable to this contract shall be calculated by applying a provisional, negotiated, or proposed rate to bases as shown below:**

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

Indirect Cost	Base of Allocation	Rate for each Contract Year				
		1	2	3	4	5
	<b>Total Indirect Cost</b>					

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 and overhead exceed the following ceiling rate/Effectiveness: G&A\_\_\_\_%, Overhead\_\_\_\_%

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 placement. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead 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.

2. Incentive Fee

Under the terms of this cost plus incentive contract, the contractor shall be paid a base fixed fee, and shall have the opportunity to earn an incentive fee and a performance excellence bonus based on achievement of goals for both outreach/admissions and career transition services. 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 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 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 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 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. 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 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		\$0			
2		\$0			
3		\$0			
4		\$0			
5		\$0			

Career Transition Services					
Contract Year	Base Fixed Fee	Minimum Incentive Fee	Average Incentive Fee (Invoicing Level)	Maximum Incentive Fee	Maximum Performance Excellence Bonus
1		\$0			
2		\$0			
3		\$0			
4		\$0			
5		\$0			

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 which 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 (the Average Incentive Fee level as shown in the table above). 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 may be used for invoicing purposes and may be obtained from the GSA Regional Office. Each invoice shall be numbered consecutively and shall include costs, G&A, overhead, fixed and incentive fee incurred for the current period; and a report reflecting the cumulative total costs, G&A, overhead, 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, cost contractor's invoices, cost contractor's detailed statement of costs, per the provisions of Clause 52.216-07, Allowable Cost and Payment, 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.2 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.

**G3. OPTION YEAR COSTS**

The contractor agrees that the estimated costs for providing outreach/admissions and career transition services 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 using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts shown in the Option Year budget table provided below are therefore considered provisional, except that the fixed fee amounts are considered final unless changed by subsequent bilateral contract modification.

<b>Estimated Cost, Fixed &amp; Incentive Fees for Option Years</b>				
	<b>Cost Category</b>	<b>OY1</b>	<b>OY2</b>	<b>OY3</b>
a.	Outreach/Admissions	\$	\$	\$
b.	Fixed Fee	\$	\$	\$
c.	Incentive Fee	\$	\$	\$

d.	<b>Total O/A Operations Expense</b>	\$	\$	\$
e.	OA Equipment Expense	\$	\$	\$
f.	OA GSA Vehicle Rental Expense	\$	\$	\$
g.	<b>Total OA Expense</b>	\$	\$	\$
h.	Career Transition Services	\$	\$	\$
i.	Fixed Fee	\$	\$	\$
j.	Incentive Fee	\$	\$	\$
k.	<b>Total CTS Operations Expense</b>	\$	\$	\$
l.	CTS Equipment Expense	\$	\$	\$
m.	CTS GSA Vehicle Rental Expense	\$	\$	\$
n.	<b>Total CTS Expense</b>	\$	\$	\$
o.	<b>Total Estimated Cost (g + n):</b>	\$	\$	\$

## 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 outcome measurement standards established by the Director of Job Corps, and the contractor's performance in terms of compliance and quality assessments.

In addition, there may be other factors impacting on 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 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.

## **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 is 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: [www.gsa.gov](http://www.gsa.gov).

The contractor shall request Regional Office approval prior to any out of Region travel that will be charged to this contract

## **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); (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 which 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 COLLECTIVE BARGAINING AGREEMENTS**

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 WITHHOLDING**

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the 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 which 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.9 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.10 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.11 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.12 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.13 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.14 PATENT RIGHTS**

A. Whenever any invention, improvement, or discovery (whether or not patented) 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 the effectuation of 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 patented) 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 Department of Labor.

#### **H.15 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 pilots, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.
  - ✓ Human beings or people instead of mankind.

D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. 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 work force.
- ✓ 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, and lawyer. Identify sex with a pronoun.

- ✓ The lawyer made her final summation.

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

- ✓ Use 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.16 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.17 PRINTING AND DUPLICATING**

This clause is applicable to all contracts requiring 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.18 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, no \* 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 many 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.19 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 are required to be delivered under this contract become and remain the property of the Government.

## **H.20 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/08tables/indexGS.asp>. 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/08tables/indexSES.asp>.

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. 21 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. 22 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. 23 COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS**

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

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

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the statutes listed above. This assurance applies to the contractor's operation of, or provision of services to, a Job Corps Center, program or activity, and to all subcontracts entered into by the contractor to carry out the Job Corps

program or activity, or its operation of the Center. The contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **H.24 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (EXECUTIVE ORDER 13495 - JANUARY 30, 2009)**

(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 non-compliance: 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.

**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):

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<b>CLAUSE</b>	<b>DATE</b>	<b>TITLE</b>
52.202-1	(Jul-04)	Definitions
52.203-3	(Apr-84)	Gratuities
52.203-5	(Apr-84)	Covenant Against Contingent Fees
52.203-6	(Sep-06)	Restrictions on Subcontractors Sales to the Government
52.203-7	(Jul-95)	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	(Sep-07)	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	(Dec-08)	Contractor Code of Business Ethics and Conduct
52.203-14	(Dec-07)	Display of Hotline Posters Posters: DOL OIG Hotline Obtain from: <a href="http://www.oig.dol.gov/public/hotlineposter.pdf">http://www.oig.dol.gov/public/hotlineposter.pdf</a>
52.204-4	(Aug-00)	Printed or Copied Double-Sided on Recycled Paper
52.204-7	(Apr-08)	Central Contractor Registration
52.204-9	(Sept-07)	Personal Identity Verification of Contractor Personnel
52.207-3	(May-06)	Right of First Refusal of Employment
52.209-6	(Sep-06)	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.215-2	(Mar-09)	Audit and Records-Negotiation/Alternate II (Apr-98)

52.215-8	(Oct-97)	Order of Precedence-Uniform Contract Data
52.215-10	(Oct-97)	Price Reduction for Defective Cost or Pricing Data
52.215-11	(Oct-97)	Price Reduction for Defective Cost or Pricing Data- Modifications
52.215-12	(Oct-97)	Subcontractor Cost or Pricing Data
52.215-13	(Oct-97)	Subcontractor Cost or Pricing Data-Modifications
52.215-14	(Oct-97)	Integrity of Unit Prices
52.215-15	(Oct-04)	Pension Adjustment and Asset Reversions
52.215-18	(Jul-05)	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions
52.215-21	(Oct-97)	Requirements for Cost or Pricing Data or Pricing Data or Information other Than Cost or Pricing Data – Modifications/Alternate IV (Oct-97) (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. Contractor may use own format to report the data.
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	(Dec-02)	Allowable Cost and Payments
52.216-10	(Mar-97)	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	(May-04)	Utilization of Small Business Concerns
52.219-9	(Apr-08)	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
52.222-1	(Feb-97)	Notice to the Government of Labor Disputes
52.222-2	(Jul-90)	Payment for Overtime Premiums
52.222-3	(Jun-03)	Convict Labor
52.222-4	(Jul-05)	Contract Work Hours and Safety Standards Act-Overtime Compensation

52.222-21	(Feb-99)	Prohibition of Segregated Facilities
52.222-26	(Mar-07)	Equal Opportunity
52.222-35	(Sep-06)	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	(Jun-98)	Affirmative Action for Workers with Disabilities
52.222-37	(Sep-06)	Employment Reports for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-41	(Nov-07)	Service Contract Act of 1965
52.222-42	(May-89)	Statement of Equivalent Rates for Federal Hires
52.222-48	(Feb-09)	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification
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
52.222-52	(Nov-07)	Exemption from Application of the Service Contract Act to Contracts for Certain Services - Certification
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
52.223-4	(May-08)	Recovered Material Certification
52.223-5	(Aug-03)	Pollution Prevention and Right-to Know Information
52.223-6	(May-01)	Drug-Free Workplace
52.223-10	(Aug-00)	Waste reduction Program
52.223-14	(Aug-03)	Toxic Chemical Release Reporting
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
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-08)	Cost Accounting Standards
52.230-3	(Oct-08)	Disclosure and Consistency of Cost Accounting Practices
52.230-6	(Mar-08)	Administration of Cost Accounting Standards
52.232-9	(Apr-84)	Limitation on Withholding of Payments
52.232-17	(Oct-08)	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
52.242-1	(Apr-84)	Notice of Intent to Disallow Costs

52.242-2	(Apr-91)	Production Progress Reports
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 I (Apr-84)
52.243-2	(Aug-87)	Changes-Cost Reimbursement/Alternate I (Apr-84)
52.244-2	(Jun-07)	Subcontracts/Alternate I (Jun-07) (e) None (k) None
52.244-5	(Dec-96)	Competition in Subcontracting
52.244-6	(Aug-09)	Subcontracts for Commercial Items
52.245-1	(Jun-07)	Government Property
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	(Apr-84)	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 52.204-1--APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Director of Job Corps, U.S. Department of Labor, and shall not be binding until so approved.

## **I.3 52.215-19--NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

A. The Contractor shall make the following notifications in writing:

1. 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.

2. 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.
- B. The Contractor shall --
1. Maintain current, accurate, and complete inventory records of assets and their costs;
  2. Provide the ACO or designated representative ready access to the records upon request;
  3. 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
  4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- C. 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.4 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC-04)**

- A. *Definition.* As used in this clause—  
“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- B. Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

##### Notice to Employees

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

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

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

National Labor Relations Board

Division of Information

1099 14th Street, N.W.

Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

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

- C. The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- D. In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- E. The requirement to post the employee notice in paragraph (b) does not apply to—
- (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
  - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

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

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department’s Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- 2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor’s official poster.

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

**I.5 52.252-4 ALTERATIONS IN CONTRACT (Apr-84)**

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**

<b>NUMBER</b>	<b>TITLE</b>
J-1	Cost and Price Analysis Summary
J-2	Certificate of Current Cost or Pricing Data
J-3	Statement of Financial Capability
J-4	Financial Display By Year, 2110 Format (Complete instructions for completion of this form can be found in the PRH, Chapter 5, Appendix 503)
J-5	Past Experience/Effectiveness Confirmation Questionnaire
J-6	New Contractor Relevant/Transferrable Experience Matrix
J-7	Service Contract Act Wage Determination (State of _____)
J-8	Staffing Chart
J-9	Performance Report Cards <ul style="list-style-type: none"> <li>• OA OMS 10 – Outreach/Admissions Report Card</li> <li>• CTS OMS 10 – Career Transition Services Report Card</li> </ul>
J-10	Regional Career Development Services System (CDSS) Plan
J-11	Government Property Listing
J-12	Job Corps Incentive Fee Plan

**ATTACHMENT J-1 (Page 1 of 4)**

<b>COST AND PRICE ANALYSIS SUMMARY</b>			
<b>Cost Category</b>		<b>1<sup>st</sup> Contract Year</b>	<b>2<sup>nd</sup> Contract Year</b>
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	Overhead Costs (if applicable) (____%)	\$	\$
11	General and Administrative Costs(____%)	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$
14	Fixed Fee*	\$	\$
15	Incentive Fee**	\$	\$
16	Total Estimated Cost Including Fixed & Incentive Fee	\$	\$

\*Total of Fixed Fees for OA and CTS, if applicable

\*\*Total of Incentive Fees for OA and CTS, if applicable

**ATTACHMENT J-1 (Page 2 of 4)**

<b>FRINGE BENEFITS</b>		<b>%</b>	<b>1<sup>st</sup> Year Pay Base (a)</b>	<b>2<sup>nd</sup> Year Pay Base (b)</b>	<b>Fringe 1<sup>st</sup> Year (%*a)</b>	<b>Fringe 2<sup>nd</sup> Year (%*b)</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				\$	\$
<b>ADDITIONAL INFORMATION</b>					\$	\$
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)**

<b>COST AND PRICE ANALYSIS SUMMARY</b>				
<b>Cost Category</b>		<b>1<sup>st</sup> OY</b>	<b>2<sup>nd</sup> OY</b>	<b>3<sup>rd</sup> OY</b>
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	Overhead Costs (if applicable) (____%)	\$	\$	\$
11	General and Administrative Costs(____%)	\$	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$	\$
14	Fixed Fee*	\$	\$	\$
15	Incentive Fee**	\$	\$	\$
16	Total Estimated Cost Including Fixed & Incentive Fees	\$	\$	\$

\*Total of Fixed Fees for OA and CTS, if applicable

\*\*Total of Fixed Fees for OA and CTS, if applicable

**ATTACHMENT J-1 (Page 4 of 4)**

<b>FRINGE BENEFITS</b>		%	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			\$			\$			\$
<b>ADDITIONAL INFORMATION</b>										
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-2**

**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm: \_\_\_\_\_

Name: \_\_\_\_\_  
(SIGNATURE)

Title: \_\_\_\_\_

Date of Execution\*\*\*: \_\_\_\_\_

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**ATTACHMENT J-3 (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>		RFP NO. _____		
(Insert the Name and Complete Mailing Address of Offeror)				
A. DATE LAST BALANCE WAS PREPARED		B. FINANCIAL CONDITION		
PERIOD COVERED (Month, Day, Year)		(As of Date) _____ 19__		
From	To	(1) Cash _____ \$ _____		
		(2) Current Assets _____ \$ _____		
		(3) Current Liabilities _____ \$ _____		
C. DATE FISCAL YEAR ENDS (Month, Day, Year)		(4) Net Worth _____ \$ _____		
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 (If "YES", specify) <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		(2) The following advances from the Government are presently being received: (Complete Columns "a" thru "e" below)		
\$ _____ for _____ months.				
AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH
(a)	(b)	(c)	(d)	(e)

**ATTACHMENT J-3 (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-4**

Financial Display by Year (2110 OA/CTS format)	1 <sup>st</sup> YEAR	2 <sup>nd</sup> YEAR	TOTAL BASE	1 <sup>st</sup> OPTION	2 <sup>nd</sup> OPTION	3 <sup>rd</sup> OPTION	TOTAL CONTRACT
<b>OUTREACH/ADMISSIONS</b>							
01	O/A Personnel Expense						
02	Staff Travel/Training Expense						
03	Facilities Expense						
04	Media/Advertising Expense						
05	Indirect Administrative Expense						
06	Contractor Fixed/Base Fee						
07	Contractor Incentive Fee						
08	Other Operating Expense						
09	Total O/A Operating Expense (Lines 01-08)						
10	Equipment Expense						
11	GSA Vehicles Rental						
12	<b>TOTAL O/A EXPENSE (Lines 9, 10 &amp; 11)</b>						
<b>CAREER TRANSITION SERVICES</b>							
<b>01</b>	<b>CTS Personnel Expense</b>						
02	Staff Travel/Training Expense						
03	Facilities Expense						
04	Media/Advertising Expense						
05	Indirect Administrative Expense						
06	Contractor Fixed/Base Fee						
07	Contractor Incentive Fee						
08	Other Operating Expense						
09	Total CTS Operating Expense (Lines 01-08)						
10	Equipment Expense						
11	GSA Vehicles Rental						
12	<b>TOTAL CTS EXPENSE (Lines 9, 10 &amp; 11)</b>						
<b>TOTAL OA/CTS EXPENSE</b>							

**ATTACHMENT J-5**

**Past Experience/Effectiveness Confirmation Questionnaire**

To Whom it May Concern:

The \_\_\_\_\_ Company is currently responding to the Department of Labor RFP # \_\_\_\_\_ or the procurement of outreach/admissions and career transition services for the State of \_\_\_\_\_.

The Department of Labor is placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. Therefore, we are requesting that you provide the following information regarding our performance on the contract identified below. Please complete Sections B-F of this Questionnaire and return it directly to the address shown below no later than 12:00 p.m., (date).

ATTN: Contracting Officer  
 Office of Job Corps, Region  
 (Address)  
 (City, State, ZIP)

By my signature below, I authorize you to respond to any additional inquiries by the Department of Labor regarding our performance on the referenced contract.

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

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

**A. Past Experience**

<b>A. Contract Identifying Information:</b>	
Offeror:	
Project Title & Contract Number:	
Contracting Officer:	Phone No.
Project Manager:	Phone No.
Address:	FAX No.
Work Performance Period: _____ to _____	
Contract Value: \$	
Brief Summary of Statement of Work:	

**B. Past Effectiveness**

<b>B. Outcomes vs. Goals:</b>		
1. Were there measurable performance goals or outcomes associated with this contract? If yes, describe:	Yes No	
<i>For the following questions, where applicable, check the adjectival rating which most closely represents your assessment of the contractor's performance: Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory</i>		
2. How effective was the contractor in achieving those outcomes? (Explain any rating below Satisfactory)	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
<b>C. Cost Control:</b> How well has the contractor:		
1. Performed all contracted services within the budget?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
2. Submitted complete and accurate financial reports and invoices?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
<ul style="list-style-type: none"> <li>• Has a draft or final audit report disclosed questioned or disallowed costs? If yes, indicate:                             <ul style="list-style-type: none"> <li>a. period covered by audit</li> <li>b. disallowed or recommended for disallowance</li> <li>c. disallowed costs as a % of audited funds</li> <li>d. administrative findings</li> </ul> </li> </ul>	Yes No	
Comments: (Explain any ratings below Satisfactory)	<b>Summary Adjectival Rating of Cost Control</b>  Exceptional                  Marginal Very Good                      Unsatisfactory Satisfactory	

<b>D. Timeliness of Performance:</b> How well has the contractor:		
1. Completed contract requirements and submitted reports and schedules according to specified time frames?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
2. Responded to technical direction and requests in a timely manner?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
Comments: (Explain any ratings below Satisfactory)	<b>Summary Adjectival Rating of Timeliness of Performance</b>	
	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
<b>E. Business Relations:</b> To what extent has the contractor:		
1. Been pro-active in contract monitoring and review?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
2. Demonstrated a responsive and cooperative working relationship with the Contracting Officer and Project staff?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
3. Promptly notified the Contracting Officer of potential problems?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
4. Used effective approaches and provided technical expertise and resources to solve contract problems?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
Comments: (Explain any ratings below Satisfactory)	<b>Summary Adjectival Rating of Business Relations</b>	
	Exceptional Very Good Satisfactory	Marginal Unsatisfactory

<b>F. Customer Satisfaction:</b> To what extent has the contractor:		
• Been effective in tailoring the program to meet the needs of the customers?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
• Shown flexibility in operating the program to meet changing program needs and emphases?	Exceptional Very Good Satisfactory	Marginal Unsatisfactory
Comments: (Explain any ratings below Satisfactory)	<b>Summary Adjectival Rating of Customer Satisfaction</b>  Exceptional Very Good Satisfactory	
Additional Comments:		
Name & Title of Individual Completing Information:	Phone No.	

=====

**(For Department of Labor Use Only)**  
**SUMMARY PAST EXPERIENCE CONFIRMATION**

B. Outcomes vs. Goals	
C. Cost Control	
D. Timeliness of Performance	
E. Business Relations	
F. Customer Satisfaction	

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT J-6**

**NEW CONTRACTOR RELEVANT/TRANSFERABLE EXPERIENCE MATRIX**

<b>MAJOR JOB CORPS O/A CTS PROGRAM ELEMENTS</b>	<b>RELEVANT/TRANSFERRABLE CONTRACTOR EXPERIENCE</b>  (List examples which are relevant/equivalent in content, scope and/or complexity to the requirements of this procurement)	<b>CONTRACT SOURCE</b>  (List contract number(s))
Outreach (PRH Chapter 1)		
Admissions (PRH Chapter 1)		
Career Transition Services  (PRH Chapter 4)		
Program Management & Administration  (PRH Chapter 5)		

**Attachment J-7**

**SERVICE CONTRACT ACT WAGE DETERMINATION**

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 \_\_\_\_\_

**Attachment J-8**

**STAFFING CHART**

<b>OUTREACH, ADMISSIONS &amp; CAREER TRANSITION SERVICES</b>	<b>NUMBER</b>	<b>REMARKS</b>
OA & CTS Director		
OA Manager		
Admissions Counselor		
OA Clerk		
Career Transition Services Manager		
Career Transition Services Specialist		
Career Transition Services Clerk		
<b>Total OA &amp; CTS Personnel</b>		

**Attachment J-9**

**Job Corps Performance Reports**  
(Will be distributed at the pre-proposal conference)

**Attachment J-10**

**Regional Career Development Services System Plan**  
(Will be distributed at the pre-proposal conference)

**Attachment J-11**

**Government Property Listing**  
(Will be distributed at the pre-proposal conference)

## Attachment J-12

**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, and, as such, focuses on specifying desired outcomes rather than on prescribing how the work is to be performed.

**1. Contractor's Fee:**

For Outreach/Admissions and Career Transition Services, 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 Director of Job Corps.

**2. Establishing the Performance Range:**

The performance range for each upcoming year will be established annually by the 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 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 OA and CTS components for the contract that shall not exceed 4.32% of estimated total direct + indirect costs. This equates to 75% of the current average fixed fee (5.76%) for all stand alone OA/CTS contracts. 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 established National performance range. A range of incentive fee payments will be available with the maximum being 2.88% of estimated total direct + indirect costs (or 2/3 the base fixed fee), and the minimum being \$0. 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 + maximum 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 1.44%, 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 for each component (OA and CTS), 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. Example:

The following example demonstrates the application of the Incentive Fee Plan to a new OA/CTS award based on various OMS overall ratings. In the example, the period of performance for the contract year crosses the Program Year, 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 OA and CTS contracts for the previous year.

**NEW CTS AWARD**

**TOTAL DIRECT AND INDIRECT COST:** \$1,000,000  
 Period of Performance: 10/1/02-9/30/03  
 Base Fixed Fee: \$43,200 (4.32%)  
 Incentive Fee Pool: \$28,800 (2.88%)  
 Total Base & Incentive Fee: \$72,000 (7.2%)  
 Performance Excellence Bonus: \$7,200 (10% of Base + Incentive Fees)

**Performance Ranges**  
 (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	\$28,800	106	\$7,200	98	\$28,800	108	\$7,200
95	\$27,000	105	\$6,480	97	\$27,000	107	\$6,480
94	\$25,200	104	\$5,760	96	\$25,200	106	\$5,760
93	\$23,400	103	\$5,040	95	\$23,400	105	\$5,040
92	\$21,600	102	\$4,320	94	\$21,600	104	\$4,320
91	\$19,800	101	\$3,600	93	\$19,800	103	\$3,600
90	\$18,000	100	\$2,880	92	\$18,000	102	\$2,880
89	\$16,200	99	\$2,160	91	\$16,200	101	\$2,160
88	\$14,400	98	\$1,440	90	\$14,400	100	\$1,440
87	\$12,600	97	\$720	89	\$12,600	99	\$720
86	\$10,800	96	\$0	88	\$10,800	98	\$0
85	\$9,000			87	\$9,000		
84	\$7,200			86	\$7,200		
83	\$5,400			85	\$5,400		
82	\$3,600			84	\$3,600		
81	\$1,800			83	\$1,800		
80	\$0			82	\$0		

**Incentive Fee Payouts At Various Performance Levels (Prorated By PY)**

(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)
\$43,200	82.0%	\$3,600	\$0	\$2,700	83.0%	\$1,800	\$0	\$450	\$3,150	\$46,350
\$43,200	88.0%	\$14,400	\$0	\$10,800	88.0%	\$10,800	\$0	\$2,700	\$13,500	\$56,700
\$43,200	95.0%	\$27,000	\$0	\$20,250	94.0%	\$21,600	\$0	\$5,400	\$25,650	\$68,850
\$43,200	105.0%	\$28,800	\$6,480	\$26,460	100.0%	\$28,800	\$1,440	\$7,560	\$34,020	\$77,220

**PART IV. REPRESENTATIONS AND INSTRUCTIONS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (Feb-09)**

**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 preceding 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.2 52.230-1--COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)**

**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 preceding 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 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.

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

### L.1 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 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 shall make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

### 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
52.215-20	(Oct-97)	Requirements for Cost or Pricing Data of Information Other Than Cost or Pricing Data/Alternate 1 (Oct-97)
52.215-22	(Oct-09)	Limitations on Pass-Through Charges - Identification of Subcontract Effort
52.215-23	(Oct-09)	Limitations on Pass-Through Charges The offeror shall submit cost and pricing data and supporting attachments prepared in the format outlined in Attachment “J-1” of this solicitation.
52.222-24	(Feb-99)	Preaward Onsite Equal Opportunity Compliance Evaluation
52.222-46	(Feb-93)	Evaluation of Compensation for Professional Employees

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

**L.3 52.233-2 SERVICE OF PROTEST (Sept-06)**

- A. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protest 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)

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

**L.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (Oct-97)**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

*Alternate I (Oct 1997).* As prescribed in 15.408(l), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format: The offeror shall submit cost and pricing data and supporting attachments prepared in the format outline in Attachment "J-1" of this solicitation.

**L.5 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:

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**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 shall be treated as hand-delivered proposals.

**B. Disposition of Proposals**

One copy of each proposal 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.

**C. Pre-Proposal Conference**

All technical and contractual questions concerning this proposed procurement shall be answered at a Pre-Proposal Conference to be held on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. local time, at the Job Corps Regional Office located at \_\_\_\_\_.

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

**D. Exchanges and Communication Restrictions**

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator 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).

**E. 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. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the government to the expenditure of funds in connection with this procurement.

**F. Reference Material**

The Policy and Requirements Handbook can be downloaded from the Job Corps web site at [http://www.jobcorps.gov/AboutJobCorps/performance\\_planning.aspx](http://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx). Copies of the Job Corps regulations and 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

**L.7 SUBMISSION OF PROPOSALS**

## A. General

The government will use a two-step process for submission of proposals. Initial 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 make an oral presentation (which may include discussions), as described in Section L.7.C, below.

### Initial 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 offerors that meet the definition of 'New Firm Without Relevant Experience' (see Section L. B. 3. a. 3), no submission is required for Past Performance and Experience. However, in the transmittal letter the offeror shall attest to the fact that neither the firm nor its principals possess experience relevant to the requirements of the RFP and that no proposal section on Past Effectiveness and Experience is included within the proposal submission.

PART	SECTION	FORMAT	PAGE LIMIT	Copies
1	Technical Proposal	Written	40	4
2	Staff Resources Proposal	Written	15	4
3	Past Performance and Experience	Written	5	4
4	Cost Justification –Business Management Proposal	Written	No Limit	4
5	Transition/Phase-out	Written	No Limit	2

**Offerors are cautioned that they must not exceed the page limits cited above. Proposals submitted in excess of the prescribed page limits shall be considered non-responsive, and shall be removed from consideration.**

Sections of the proposal shall be separately bound and submitted in the format indicated in the Specific Instructions, below. Written sections of the proposal shall be submitted as follows:

- a. Page Size: 8 ½ x 11" with at least 1" margins on all sides
- b. Font Size: 12 point or larger Arial or Times New Roman (font size for graphics and tables may be smaller but must be easily readable)
- c. Page: Pages consecutively numbered within each

- |    |             |  |
|----|-------------|--|
|    | Numbering:  | section  |
| d. | Page Count: | Title pages, tables of contents, and section<br>dividers not included in count |
| e. | Format:     | Two-column format is allowable   |

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, 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 and Ethics statutes. Any proposal found to be copied from a potential competitor is subject to disqualification.

## B. Specific Instructions – Step One: Initial Proposal

### 1. **Technical Proposal**

The Technical Proposal shall:

- Not make reference to specific costs;
- Describe how the offeror will address the specific questions listed below in the context of the State's eligible population, geographic location and the local and regional labor market;
- Be presented in the order listed below;
- Be evaluated based on criteria shown in Section M.

A recitation of the regulatory or PRH requirements is not necessary, as these requirements are set forth in existing documents. Procedural approaches shall be incorporated into the proposal to the extent that they are necessary to describe how the offeror intends to meet the required outcomes and quality indicators specified in the PRH.

The Technical Proposal shall consist of responses to the following specific questions only. (The offeror is not expected to respond to all of the requirements delineated in the Statement of Work, Section C.) The responses shall 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. The questions and responses shall be presented in the order shown below.

**a. Outreach: ( applicable  not applicable)**

By responding to the following questions, describe your outreach, marketing and public education plan to maintain a positive public image, develop strong community partnerships and attract suitable applicants.

- 1) What methods will you use to market Job Corps to promote a positive public image for the program?
- 2) What specific outreach techniques will you use to attract and recruit eligible applicants?
- 3) How will you establish and maintain mutually beneficial partnerships with communities, organizations, employers and State and local workforce development systems?

**b. Admissions: ( applicable  not applicable)**

By responding to the following questions, describe your methods and techniques to qualify and enroll sufficient applicants and support student retention at assigned centers.

- 1) How will you organize and deploy resources to ensure effective coverage of the geographic area covered by the contract?
- 2) What methods and procedures will you use to ensure applicant eligibility and suitability for program participation?
- 3) What methods will you use to prepare applicants for successful enrollment?
- 4) How will you introduce and make use of the PCDP in the admissions process?
- 5) What methods will you use to ensure applicant commitment to and retention in Job Corps?
- 6) What systems and procedures will you use to ensure achievement of arrival goals?

**c. Career Transition Services: ( applicable  not applicable)**

By responding to the following questions, describe how you will provide Career Transition Services that will result in workforce entry, quality jobs and job retention.

- 1) How will you organize and deploy resources to ensure effective coverage of the geographic area covered by the contract?
- 2) How will you be involved with centers and students during the Career Development Period to ensure a smooth transition from the center to the post-center service period?
- 3) What methods will you use to maintain contact with graduates and former enrollees, if applicable, throughout the post-center service period?
- 4) How will you assess student job readiness and what services will you provide to remedy shortcomings for graduates?
- 5) How will you develop quality jobs for program graduates?
- 6) How will you coordinate and provide on-going support services to meet graduates' transitional support and job retention needs?
- 7) How will you provide post-center services to former enrollees to ensure positive outcomes?
- 8) How will you monitor achievement of CTS outcome measurement goals?

## **2. Staff Resources Proposal**

### **a. Content:**

The Staff Resources Proposal shall consist of the following:

- 1) A detailed organization chart that shows all staff working on the project. Include any subcontracted staff.
- 2) Position descriptions for each type of position to be employed on the contract.
- 3) Completed Staffing Chart (Attachment J-8)
- 4) Resume of proposed Project Director. The resume shall include information on the nominee's educational and training accomplishments as well as past work and other relevant experience, including any special accomplishments and skills. The Government reserves the right to require offeror certification as to the availability of the designated Project Director. Failure to do so, or

information received contrary to the certification, will be reflected in the final evaluation.

- 5) 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.
- 6) Explanation of corporate services and support (General & Administrative services) that will be provided to this contract. Describe the experience and specific areas of expertise of corporate staff that will provide oversight.

**b. Format:**

The page limitation for this section excludes the resumes and position descriptions.

**3. Past Performance and Experience**

**a. Definitions**

- 1) New Firms With Relevant Experience: For proposal submission purposes new firms shall include the following:
  - o an organization that has not operated a Job Corps Outreach/Admissions or Career Transition Services (Placement) contract as the prime contractor within the three (3) years prior to the proposal submission date.
  - o new Job Corps OA/CTS contractors who have held an OA/CTS contract as the prime contractor for less than one year within the three years prior to proposal submission, (i.e. contractors that do not yet appear in the Job Corps OA/CTS Automated Past Effectiveness system),
  - o firms that have never had a contract with Job Corps,
  - o subcontractors on any Job Corps contract,
  - o Job Corps center operators that have not held an OA/CTS contract within the past 3 years,
  - o organizations whose principals individually possess Job Corps experience, and/or,
  - o an organization which has held a contract to provide other Job Corps related services.
- 2) Experienced Job Corps OA/CTS Contractor: an organization that currently holds one or more prime contracts for Job Corps Outreach/Admissions or Career Transition Services or has held such a contract for more than one year within the 3 years prior to the proposal submission date. (To be considered an Experienced OA/CTS contractor, a firm must appear in the Job Corps Automated Past Effectiveness system.)

3) New Firm Without Relevant Experience: a new organization or entity whose principals have never performed work for others that is relevant to the requirements of this RFP.

#### **b. Submission Requirements**

1) Both New Firms With Relevant Experience and Experienced operators (as defined above) must provide a list of contracts (including contract numbers) and programs that they currently operate or have operated within the past three years.

2) Experienced operators may submit up to 5 pages of information for consideration, which describes problems encountered and corrective actions taken on contracts within the past 3 years.

3) New Firms With Relevant Experience: For purposes of this solicitation, new firms as defined above, should submit the information described below, regarding work performed by the current organization, its key personnel, as a subcontractor, or as part of a team or joint venture.

a. Past Effectiveness: Each offeror shall send a copy of the Past Experience/Effectiveness Confirmation Questionnaire (See Section J) to each organization, including agencies of State and Local governments and commercial customers, with whom, the offeror has had a contract within the last three years. Offerors need not request Past Experience information for any current contract performed for less than 6 months prior to the proposal submission date. The offeror shall instruct the respondent of the Questionnaire to forward the completed questionnaire to the address identified on the face sheet of the Past Experience/Effectiveness Confirmation Questionnaire.

b. Past Experience: The offeror will prepare and submit a Relevant/Transferable Skills Matrix (See Section J). The matrix should be prepared in such a manner as to allow for the matching and evaluation of the relevant and transferable skills identified on the offeror's list of contracts (see b1 above).

These documents shall be used to assess and evaluate the offeror's skills and experiences that are relevant/transferable to the scope, complexity and content of the requirements of the Job Corps procurement.

These documents shall be used to assess and evaluate the offeror's skills and experiences that are relevant/transferable to the scope, complexity and content of the requirements of the Job Corps procurement.

4. New Firms Without Relevant Experience: No submission is required for this section. However, in the proposal transmittal letter the offeror shall attest to the fact that neither the firm nor its principals possess experience relevant to the requirements of the RFP and that no proposal section on Past Effectiveness is included within the proposal submission. (See Section M for evaluation of offerors Without Relevant Experience.)

#### 4. Cost Justification - Business Management Proposal (BMP)

Costs shall be mentioned only in the BMP and Transition/Phase-out proposals and nowhere else. **The offeror's cost justification shall consist of the following and in the order stated.** (Sample forms and attachments are shown in Section J.)

In addition to the written cost justification, offerors **MUST** provide the following on CD using EXCEL 2000 or earlier version:

- Form 2110
- Staffing Chart
- Estimated Cost, Fixed and Incentive Fee table (G.1 A)
- Fee table (G.1 C.3)
- Estimated Cost, Fixed and Incentive Fee table for Option Years (G.4)

#### Content

##### 1. Business Management Data

- (a) A completed Standard Form 33, Solicitation, Offer and Award
- (b) Applicable Representations and Certifications and Cost Accounting Standards Notices and Certification as required in Section K of this RFP
- (c) Certificate of Current Cost or Pricing Data
- (d) Statement of Financial Capability (ETA 8554)
- (e) A copy of the offeror's Indirect Cost Negotiation Agreement from the cognizant federal agency.
- (f) An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting

data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an accountant who is independent and is either a certified or duly licensed public accountant. A certification must be supplied by all offerors, including those for whom Cost Accounting Standards are not applicable.

## 2. Staff Salary Structure and Compensation Plan

### (a) 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 pay rate data from the local labor market.

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

### (b) 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.

### (c) Staffing Chart

The offeror shall include a completed Staffing Chart that will indicate the number of staff for each function. (Attachment J-8, which shall also be included in the Staff Resources Proposal)

## 3. Cost and Price Analysis Summary

## 4. Narrative Cost Detail

(a) An 2110 OA/CTS Financial Display by Year, which shall be used as a recapitulation sheet for the 2110 OA/CTS for two base years and three option years.

(b) A narrative justification for each line item of the 2110 OA/CTS for each of the two 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 2110 OA/CTS were determined. Cost justifications based solely on historical data will be considered insufficient to support cost proposals.

Include the backup data to support the type of labor and estimated numbers of staff within each labor category.

Under those 2110 line items relating to staff costs, show your computations in the following vertical columns: (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, which should equal col 2 x col 4 + col 2 x col 5.

For Outreach/Admissions and Career Transition Services, the contractor shall propose a fee consisting of a base fixed fee and an incentive fee. For each component (OA and CTS), the base fixed fee shall not exceed 4.32% of estimated total direct and indirect costs. The incentive fee shall be proposed at a level equal to 1.44% 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 2.88% 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.

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:

- Has the subcontractor submitted a cost proposal?
- Will the subcontractor be able to start performance at the beginning of the contract period?
- What is the total cost of each subcontract?

- What experience does the subcontractor have in this technical area?
- What services (skills) shall the subcontractor provide?

## 5. Option Extension Information

The Business Management Proposal shall include estimated costs, including G&A, overhead and fixed fee for three 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 offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an 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 agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. 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 \_\_\_\_%.

## 5. Transition/Phase-out Proposal

Incumbents shall submit a Phase-Out Proposal and new offerors shall submit a Transition Proposal. Narrative and cost justification shall be bound together in the Transition/Phase-Out Proposal.

The Government recognizes that the offeror will take over an existing Job Corps outreach/admissions and Career Transition Services operation as negotiated. The incoming contractor will have a transition period in which to become familiar with the presently operating OA/CTS program, as well as time to interview and hire staff necessary to operate the program.

The offeror will be required to take over complete operation of the program 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, the offeror should submit a separate proposal outlining in detail their 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. 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 program 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.

There will be only one operating contractor responsible for the program'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.

C. Specific Instructions – Step 2: Oral Presentation:

(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,
- Make 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 criteria are shown in Section M.

1. Content

If either an oral presentations or written submission is required, it shall consist of responses to the following questions only. The questions shall be addressed in the order shown below.

**Understanding of the Work: ( sample questions)**

- a. What challenges do you anticipate for the operation of the contract and what strategies do you propose to address those challenges?
- b. 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 B. Specific Instructions – Step One: Initial Proposal, 1. Technical, above. The submission shall not exceed 20 pages.

## 3. Oral Presentation Requirements:

If oral presentations are required, they shall be conducted in accordance with the procedures detailed below. The anticipated dates for oral presentations/discussions to begin will be \_\_\_\_\_. If oral presentations are to be held, offerors within the competitive range will be notified no later than 3 weeks prior to the dates scheduled for oral presentations.

The oral presentation shall be in the form of a briefing to explain, in detail, the offeror's understanding of the work and the unique characteristics of the contract. No price information shall be included in the oral presentation.

The oral presentation may include discussions with the offeror, within the meaning of FAR 15.306 and 52.215-1. The Contracting Officer or designated panel members may ask questions or raise concerns for discussions following the oral presentation.

### A. Format

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

#### 1. Form of Presentation

Offerors must make their presentation to the Government in person. Submissions of videotape or other forms of media will not be accepted in lieu of the oral presentation. Equipment available for the presentation, furnished by the Government, will be an overhead projector, TV monitor and VCR and may be provided upon written request. Other needed equipment must be approved by the Government and furnished by the offeror. Such requests for approval 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.

#### 2. 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 their oral presentation. The order in which offerors will make their presentations will be determined by drawing of lots. Once notified, the offeror must make its 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.

### 3. 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.

### 4. 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 its presentation. The time limit will start upon the Government's direction to begin.

Following the presentation, the government will caucus to identify any concerns or questions and shall give the offeror an opportunity to respond to conclude the oral presentation.

### 5. Questions

After completion of the presentation, and the government's caucus, the Contracting Officer or designated panel members may ask questions for clarification or raise points for discussions regarding the presentation. Such questioning shall not exceed (1) hour.

### 6. 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 presented visually at the oral presentation (transparencies or visual equivalent, must be presented on plain paper). 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. **These will not be returned**

**to the offeror.** 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. Recordings will be disposed of in the manner of the remainder of the proposal. Written materials will be destroyed by the Regional office or retained as appropriate.

### C. Discussions

1. If oral presentations are required, the government may provide its concerns regarding the offeror's initial proposal following completion of the oral presentation. At that time, or subsequently, the offeror may be provided with a written list of concerns constituting discussions, and a specified period of time during which to prepare and submit a written Final Proposal Revision addressing the government's concerns.
2. If a written submission is required, offerors within the Competitive Range will be notified that the written submission regarding Understanding of the Work will be required and will be provided with a due date for such submissions. In addition, following establishment of the Competitive Range the government may provide its concerns regarding the offeror's initial proposal. Offerors may be provided with a written list of concerns constituting discussions, and a specified period of time during which to prepare and submit a written Final Proposal Revision addressing the government's concerns.
3. If no oral presentation or written submission is required, the government may provide its concerns regarding the offeror's initial proposal following establishment of the Competitive Range. At that time, or subsequently, the offerors within the Competitive Range will be notified that only a Final Proposal Revision will be required. Offerors may be provided with a written list of concerns constituting discussions, and a specified period of time during which to prepare and submit a written Final Proposal Revision addressing the government's concerns.

## 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 categories and criteria enumerated in this Section (M). The Government may award a contract on the basis of initial proposals received, without discussions or any opportunity to make an oral presentation. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Note that all scoring is considered advisory only, and is not binding on the source selection official.

Proposals will be evaluated using an adjectival rating system which includes 5 adjectives. Each adjective defines a level of performance that is equivalent to a percentage of the points assigned to a proposal section. The adjectives and their percentage equivalents are as follows:

<b>Adjective</b>	<b>Percentage of Possible Points</b>
Exceptional	100%
Very Good	75%
Satisfactory	50%
Marginal	25%
Unsatisfactory	0%

For example, using this system, if a proposal section is worth a maximum of 20 points, and it is rated as Very Good, it would receive a total of 15 points (20 points X 75%).

#### A. Evaluation Categories

##### **Step 1: Initial Proposal:**

All initial proposals, except for the Transition Proposal, will be evaluated in the following categories, based on the following point system:

<b><u>Section</u></b>	<b><u>Contents</u></b>	<b><u>Points Possible</u></b>
1	<b>Technical Proposal</b>	45
	Outreach	( )
	Admissions	( )
	Career Transition Services	( )
2	<b>Staffing Resources Proposal</b>	20
3	<b>Past Performance and Experience</b>	25
4	<b>Cost Justification</b>	10
5	<b>Transition/Phase –Out Proposal</b>	<u>0</u>
	<b>TOTAL MAXIMUM POSSIBLE POINTS</b>	<b>100</b>

**Step 2: Understanding of the Work:**

If the Government determines that either an additional written submission or an oral presentation is required for offerors determined to be in the Competitive Range, such information shall be evaluated based on the following points:

<b>Evaluation Category</b>	<b>Points Possible</b>
Understanding of the Work and Unique Characteristics of the Contract	20
<b>Maximum Possible Points (Steps 1 and 2)</b>	<b>120</b>

**B. Evaluation Criteria**

**Initial Proposal and Understanding of the Work (either written or oral):**

Each submission shall be evaluated against the criteria detailed below.

- (1) To what extent are the systems, procedures and approaches proposed clear, complete, concrete, and consistent with the Job Corps mission and policies?
- (2) How effectively does the offeror’s proposal recognize and tailor the programs to operate in the context of the State’s eligible population, and the local and regional labor market and any other data provided by the Contracting Officer?
- (3) How effective is the proposal in offering feasible strategies and methods to ensure the achievement of Job Corps’ specified outcomes and quality indicators?

**C. Weights**

Evaluation points assigned to each category or part of a proposal indicate the degree of importance that has been assigned to it. Offerors should keep this in mind when addressing the content.

**STEP 1: WRITTEN PROPOSAL**

<b><u>Maximum Points Grid</u></b>	<b>Clear, Concrete, Consistent with Mission &amp; Policies</b>	<b>Tailored to Local Conditions</b>	<b>Effective to meet performance outcomes and quality</b>	<b>Totals</b>

			<b>indicators</b>	
<b>Outreach</b>				
<b>Admissions</b>				
<b>Career Transition Services</b>				
<b>Total:</b>				<b>45</b>

**STEP 2: Understanding of the Work (either written or oral)  
(if required, for offerors in the competitive range only)**

<b><u>Maximum Points Grid</u></b>	<b>Clear, Concrete, Consistent with Mission &amp; Policies</b>	<b>Tailored to Local Needs</b>	<b>Effective to meet performance outcomes and quality indicators</b>	<b>Total</b>
<b>Understanding of the Work</b>				<b>20</b>

**2. Staff Resources Proposals (20 points)**

A. Evaluation Criteria

Each offeror’s Staff Resources Proposal will be evaluated to determine:

- ❑ the level and adequacy of staffing proposed to deliver the program
- ❑ the qualifications proposed in relation to the duties described in the offeror’s position descriptions
- ❑ the credentials, experience and accomplishments of the proposed Project Director and his/her demonstrated level of commitment to work on the contract,
- ❑ the appropriateness and adequacy of the staff development, retention and incentives.
- ❑ the extent of management/corporate services and support (G&A) that will be provided to this contract; and the described experience and specific expertise of corporate staff that will provide oversight.

B. Weights

Evaluation points assigned to each part indicate the degree of importance that has been assigned to each area.

<b>Criteria</b>	<b>Maximum Points</b>
Level & adequacy of staffing	
Staff qualifications	
Project Director's credentials & commitment	
Staff development, retention & incentives	
Corporate capability & support	
<b>Total Possible Points</b>	<b>20</b>

**3. Past Performance and Experience (25 points)**

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

a. New Firms With Relevant Experience:

For purposes of this procurement, 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 Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. 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 not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

Past Performance and Experience will be evaluated using the criteria, point distribution and non-exclusive sources shown below:

<b>Criteria:</b>	<b>Relevant Past Experience</b>	<b>Past Effectiveness</b>
<b>Possible Points:</b>	<b>20</b>	<b>5</b>
<b>Source:</b>	<b>Relevant/Transferable Experience Matrix, Past Experience/Effectiveness Confirmation Questionnaire - Part A</b>	<b>Past Experience/Effectiveness Confirmation Questionnaire – Part B</b>

b. New Firms With Relevant experience: (Job Corps Center Operators)

In addition to the information provided by the offeror in response to Section L, the Government will consider such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to the offeror's Center automated past effectiveness report(s) and the past effectiveness report(s) received from other Job Corps offices.

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's references identified in this section 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 evaluations of the offeror's past performance.

Past Performance and Experience will be evaluated using the criteria, point distribution and non-exclusive sources shown below:

<b>Criteria:</b>	<b>Relevant Past Experience</b>	<b>Past Effectiveness</b>
<b>Possible Points:</b>	<b>20</b>	<b>5</b>
<b>Source:</b>	<b>Relevant/Transferable Experience Matrix, Past Experience/Effectiveness Confirmation Questionnaire - Part A, Automated Center Score</b>	<b>Past Experience/Effectiveness Confirmation Questionnaire – Part B, and/or Contractor Past Effectiveness Reports</b>

c. New Firms (Without Relevant Experience)

In accordance with the Federal Acquisition Regulation, a firm without a record of relevant past experience and past effectiveness (as defined in Section L) shall not be evaluated favorably or unfavorably for this category. Therefore, a firm without a record of relevant past experience and past effectiveness shall not be evaluated for this category but shall be treated as follows: The total number of points available for the initial proposal submission (100) will be reduced by the 25 points available for past effectiveness, resulting in a total number of available points for the initial submission of 75. The offeror's overall proposal score shall be determined by dividing the total points earned on the remaining proposal sections by the total points available (75).

d. Experienced Job Corps Outreach/Admissions and Career Transition Services operators.

Past Performance will be evaluated using the criteria, point distribution and sources shown below:

<b>Criteria:</b>	<b>Relevant Past Experience</b>	<b>Past Effectiveness</b>
<b>Possible Points:</b>	<b>5</b>	<b>20</b>
<b>Source:</b>	<b>Contractor Past Effectiveness Reports, Contractor's Submission</b>	<b>Automated Past Effectiveness Report</b>

The Past Effectiveness rating for an experienced Job Corps center operator is based on a combination of Past Effectiveness as shown on the Job Corps Automated Past Effectiveness Report (up to 20 points) and Relevant Past Experience (up to 5 points) based on the evaluation of the offeror's proposal submission, Contractor Past Effectiveness Reports (CPERs) and past effectiveness information from other Federal Agencies.

(1) Relevant Past Experience (5 points)

Relevant Past Experience shall be evaluated in terms of the following:

- The offeror's submission including the effectiveness of corrective actions taken to address problems encountered on past or current contracts, and
- Such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to, past effectiveness reports received from other Job Corps Offices (CPERs) and other Federal Agencies.,

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

(2) Automated Past Effectiveness Report (20 points)

Each OA and CTS contractor will receive an automated past effectiveness score based on the contractors' Outcome Measurement System Report Card most recently available to the evaluators. Contracts encompassing only OA or only Career Transition Services will receive points only for those functions. Contracts which include OA&CTS will receive points based on the combined functions. The OA and CTS Automated Past Effectiveness Reports will be generated automatically by the Job Corps Data Center quarterly.

FURTHER, in the event that the offeror is the incumbent contractor for the OA and CTS being procured, the offeror will be evaluated using the weighted incumbent score.

For example, if contract A is being procured and the incumbent contractor is XYZ Corp: To determine XYZ's past effectiveness score for that contract, the number

shown in the Incumbent Rating column of the OA or CTS Automated Past Effectiveness Report will be used.

For contracts that include both Outreach/Admissions and Career Transition Services responsibilities, the Contracting Officer will determine the relative weights to be used for the OA and CTS automated scores. For purposes of this procurement, the following percentages will apply:

O/A	CTS
_%	_%

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

#### 4. Cost Justification - Business Management Proposal (10 points)

The offeror shall submit a Business Management Proposal that shall show all costs proposed to fulfill the requirements of the solicitation. The Cost Proposal evaluation is a technical assessment of whether the costs proposed support the offeror's technical proposal. It is not an evaluation of the total estimated cost.

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.

In evaluating the Cost Proposal category, 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.

In evaluating the Cost Proposal, the Government shall take the following factors (all of equal importance) into consideration:

- a. Adherence to RFP requirements.
- b. Explanation and support of all costs proposed: wages, benefits, utilities, services, supplies, etc.
- c. G&A costs. The Cost Justification proposal may propose a G&A ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, shall become the ceiling for the entire contract period, including

option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate.

- d. Consistency of costs with technical proposal. Mathematical errors, incompleteness of data, improper line item designations, etc., may be discussed with the offerors in the competitive range, if necessary.
- e. Total compensation plan for all employees

The Government shall evaluate the Total Compensation plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It shall include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed shall be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).

- (1) In establishing compensation levels for all employees, the total compensation (both salaries, fringe benefits, bonuses, or monetary awards to employees) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel. The salary rates or ranges must recognize the distinct differences in skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor contractor for the same work shall 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.
- (2) 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 shall 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 shall also be made.

## 5. Transition/Phase-out Proposal (0 points)

Although no points are assigned to this portion of the submission, all offerors, with the exception of the incumbent, are required to submit a transition proposal. The incumbent shall submit a phase-out proposal.

Transition proposals shall be evaluated to determine the following:

- a. To what extent does the offeror's plan display knowledge of the scope of tasks to be accomplished in transition?
- b. How effective is the offeror in proposing complete and concrete plans and procedures to effect an orderly transition of the outreach/admissions and career transition services functions?
- c. To what extent are the corporate resources/staffing proposed adequate to complete the scope of tasks outlined in the transition plan?

## 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 shall make the award decision.

### A. Notice on Key Personnel

Offerors shall list all proposed key personnel and shall indicate whether these persons are currently being proposed as key personnel for any other projects. Offerors who are bidding on more than one contract may propose a single individual for positions on both contracts. This simultaneous bidding of key personnel shall not be considered negatively in the evaluation of proposals. However, 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.

Prior to award of a contract the Government shall ask the successful offeror to verify the availability of all named Key Personnel. If for any reason, the named Key Personnel shall not be assigned to this project, the offeror may submit the name and qualifications of one of 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 judgment matter for determination by the Contracting Officer.

In accordance with FAR Subpart 15.3, the Contracting Officer may 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/present 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 conducted, offerors may be required to make an oral presentation and shall be given an opportunity to submit such costs, technical, or other revisions in their proposals as may result from the discussions. All such offerors shall be informed in writing of the closing of negotiations and the common due date for receipt of final proposal revisions. 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 Justification proposal shall be revised to the extent necessary to reflect all cost-related changes. In the event that an offeror's Final Proposal Revision does not fully substantiate costs or explain noted cost inconsistencies, the proposal score may be downgraded.

## D. Selection for Award

Award shall be made to the offeror who has submitted the proposal that offers the best value to the Government. In making this determination, the government shall weigh technical factors more heavily than total cost. 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

- (1) The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A and overhead expense, and the fixed fee (if any). Evaluation of proposed costs shall take into consideration comparison of costs to past data, allowability and allocability of costs and reasonableness of fixed fee and shall be made in accordance with FAR 15.404 and the following shall be considered in making the final selection of the successful offeror:
  - a. Base two-year costs
  - b. Option year costs

- c. Total Costs
- d. Transition costs
- e. Phase-out costs
- f. 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 year costs because of the uncertainty of award of option years.

After a cost analysis of each Business Management Proposal for the base period, the options, and the total cost, a further evaluation will be performed to determine the reasonableness of costs presented in the Phase-Out Proposal and/or the Transition Proposal. 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).

The Government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

### **M.3 CONTRACTOR RESPONSIBILITY**

The Contracting Officer shall make a determination of responsibility in accordance with FAR 9.105-2. Should a determination of non-responsibility be made, the offeror shall be dropped from consideration for contract award regardless of technical scores and cost. In the case of a small business concern, the matter shall 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
- Department of Labor review reports of offeror's Job Corps projects(s) if offeror has previously operated or is presently operating a project.
- Program and fiscal controls
- Quality and quantity of corporate staff available to support this contract

**M.4. 52.217-5 EVALUATION OF OPTIONS (Jul-90)** is incorporated by reference.