

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 159
2. CONTRACT NO.	3. SOLICITATION NO. 94011000		4. TYPE OF SOLICITATION G SEALED BID (IFB) X NEGOTIATED (RFP)	5. DATE ISSUED May 23, 2001	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U.S. Department of Labor Office of Job Corps and Youth Services 61 Forsyth Street, NW Room 6T95 Atlanta, GA 30303			CODE	8. ADDRESS OFFER TO (If other than Item 7) Same as Block 7	

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located at Sam Nunn Atlanta Federal Center, 61 Forsyth Street, SW Room 6T95, Atlanta, GA 30303 until 2:00 p.m (EST) local time on July 10, 2001  
(Hour) (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Yolanda Tatnall, Contract Specialist or D. E. Scott, Contracting Officer	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (404) 562-2372
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

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



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## SECTION B. SUPPLIES OR SERVICES AND PRICES OR COSTS

1. The continued operation of the **Jacksonville** Job Corps Center located in **Jacksonville, Florida**.
2. The contractor will provide education, vocational training, social skills and employability training, and related support services for a total of 250 students of which 125 are males and 125 are females.
3. The contractor will provide Career Transition Period (CTP) services as part of the Career Development Services System to 130 center graduates and 78 former enrollees.

## 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, Chapter 6, Subtitle C, of the Workforce Investment Act of 1998.

Job Corps provides educational and occupational 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 will provide material, services, and all necessary personnel to operate a Job Corps center. The contractor will provide a comprehensive range of services to disadvantaged youth enrolled at ages 16-24 as follows:

1. Provide training in academic, vocational and life skills leading to employability and independence.
2. Provide health care, counseling and other support services on an individualized needs basis.
3. Conduct program operations in a setting that is clean, well maintained, and safe.
4. Assist youth in obtaining employment, additional education or training, or entry into the Armed Forces.
5. Integrate center operations into the local workforce development systems, employers and the business community.

The general scope of work includes the participation of the contractor in pilot projects initiated by the Department of Labor. An equitable adjustment will be made for those projects determined to be an increase in work within the general

scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the disputes clause.

C. Center Design

The center will operate at a planned average on-board strength as noted below:

<b>Category</b>	<b>Number</b>
Residential Male Students	75
Residential Female Students	75
<b><i>Subtotal Residential Students</i></b>	<b>150</b>
Nonresidential Male Students	50
Nonresidential Female Students	50
<b><i>Subtotal Nonresidential Students</i></b>	<b>100</b>
<b>Total Average On-Board Strength</b>	<b>250</b>

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

In the event that nonresidential students are enrolled, they will be provided the following services:

1. Transportation costs for training days and recreational activities will be paid from the center's budget.
2. Nonresidential students will be provided with a locker, lock, and nonresidential student's lounge.
3. Lunch will be provided for all training days.
4. Provisions for breakfast will be made on all training days.
5. Restriction to center will not be used as a penalty for nonresidential students.

6. Supper and weekend meals will be provided if the student wishes to remain on center. Transportation at additional cost to the center is not mandatory when students stay for supper and weekend meals.
7. Nonresidential students will be considered to be in the performance of duty as Federal employees from the time they physically arrive at any scheduled center activity or program until they leave such activity or program.
8. Nonresidential students will receive all benefits residential students receive, except as noted herein.

#### D. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program 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 638. The contractor will follow the PRH, the Regulations, and all other requirements established in this contract.

***Offerors should understand the Job Corps Policy and Requirements Handbook is currently being revised, a Draft copy of the revised PRH is available on our web site at [WWW.Jobcorps.org](http://WWW.Jobcorps.org).***

#### E. Vocational Offerings by National Training Contractors (NTCs)

A portion of the vocational training offered in this program may be training implemented under separate contracts between the U.S. Department of Labor and one or more national training contractors under the terms and conditions specified in the Memorandum of Understanding shown in the PRH as Appendix 203.

## C.2 SITE CONSIDERATIONS

1. The Jacksonville Job Corps is located within the city of Jacksonville, Florida, on approximately two acres of land in Duval County. It is on an urban site northwest of downtown Jacksonville, Florida. The Department of Labor purchased the site on June 10, 1978 and an adjoining lot in 1981. The center's operations are located primarily in one building, except for some vocational classes which are conducted in a building at the rear of the property. A building in the proximity of the center is currently being leased to accommodate the Culinary Arts program.

The center presents some major facility limitations. The buildings are in fair Condition. There is Limited space for recreation, food service, classrooms and dormitories which may somewhat restrict the scope of services provided. However, there are recreational activities located nearby and throughout the community that allow the center to transport students to these off-center recreation areas.

Land has been purchased (approximately 4 miles northwest of the existing center) and a new facility is scheduled for completion in approximately two (2) years. Design capacity is anticipated to increase to 300 students upon completion of the new facility.

### **C.3 PROGRAM CONTENT**

#### **A. Outreach and Admissions**

1. Direct Outreach and Admissions (applies to centers with direct outreach goals and \_\_\_ is X is not applicable to this contract)

The contractor will perform outreach and admissions activities which ensure that the Job Corps program:

- C Maintains a positive public image.
- C Maintains a ready supply of eligible and committed applicants.
- C Works in partnership with individuals, communities, organizations. State and local workforce development systems.

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

Youth screened for the N/A Job Corps Center will come from N/A.

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

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

- a. **Outreach:** The contractor will work cooperatively with various individuals and organizations to attract and enroll eligible at-risk youth. The contractor will 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.

- b. **Eligibility:** The contractor will 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.
- c. **Readmission:** The contractor will assess and verify that applicants for readmission meet criteria found in PRH, 1.3.
- d. **Assignment and Departure:** The contractor will provide a regular flow of applicants for assignment to centers and ensure that students are efficiently and safely transported. Required procedures for preparing students and ensuring safe arrival on center are listed in PRH, 1.4.

## 2. **Outreach Support Activities (Applies to all centers)**

Centers will provide support to Outreach and Admissions contractors to ensure that the center is maintained at overall design capacity. Centers shall:

- a. Accurately project arrival needs and issue arrival orders in accordance with Regional Office policy.
- b. Ensure that the application folder, when received at the center, is complete and contains all required documentation. The center shall contact the admission counselors (ACs) to obtain missing or incomplete documentation.
- c. Schedule timely assignment of youth referred by ACs to the first available opening on center to ensure the center is maintained at capacity.
- d. Contact assigned applicants to answer questions and welcome applicant prior to departure.
- e. Provide timely travel authorization and arrival information to ACs and other appropriate parties as required.
- f. Once an applicant or student with a disability makes it known that they need accommodations, the center shall engage in an interactive process to determine the limitations resulting from their disability and

the potential accommodations that would allow them to participate in the Job Corps Program.

## B. Student Training

Career Development Services System (CDSS) and School to Work (STW) are Job Corps' learning strategies and training delivery systems. These are not separate, independent programs. Student participants are expected to be considered as student employees who will be taught the skills and abilities that will provide employability for long term career opportunity.

The CDSS system at the center will consist of four (4) integrated stages:

1. Innovative Outreach/Admissions (OA) - Although not necessarily tasked with specific admission goals, each center shall support marketing and partnership activities with community education programs, youth development agencies and One Stops to inform prospective students about life at Job Corps and CDSS benefits
2. Career Preparation Period (CDP) - The first sixty (60) days will teach employability skills, including personal responsibility and computer skills, while assisting and motivating the student in creating and achieving a personal career development plan.
3. Career Development Period (CDP) - Staff and employers will help the student learn, demonstrate and practice:
  - A. A vocational trade
  - B. Technical and academic skills
  - C. Interpersonal communication and problem solving skills
  - D. Social and personal management skills, including independent living skills.
  - E. Job Search.

During CDP, the students will participate in STW activities including meaningful Work-Based Learning (WBL) opportunities with employers in the local community. Employer representatives will be actively involved in training whenever possible.

4. Career Transition Period (CTP) - Center staff and other providers will engage students in getting their first jobs including helping the student to obtain living space, transportation, and family support systems needed to continue working.

The contractor will provide an integrated program of academic, occupational and social skills training which will meet all the requirements of the PRH, Chapter 2, and which will achieve the following objectives:

While enrolled in Job Corps, students will:

- Acquire the knowledge and skills necessary to find and hold good jobs.
- Understand the work place environment and learn to function successfully in it.
- Develop a solid foundation for continued learning.

At a minimum, the training program will consist of:

1. **Administration of Training Programs:** The contractor will develop administrative processes to ensure efficient and effective delivery of training to students. Specific requirements for a delivery system are outlined in PRH, 2.1.
2. **Curriculum Standards:** The contractor will establish standards for curriculum design, development and implementation. Requirements for program content and structure are contained in PRH, 2.2.
3. **Orientation:** The contractor will provide a comprehensive orientation program for new arrivals. The program will inform students about center rules and procedures and assist them in making a successful transition to center life. The contractor will assess student needs and interests so that services can be assigned appropriately. Requirements for program content and structure are contained in PRH, 2.3.
4. **Test of Adult Basic Education (TABE):** The contractor will ensure that the TABE is scheduled, administered, and recorded in conformity with required procedures in PRH, 2.4 and Appendix 201.
5. **Employability Skills Training:** The contractor will ensure that the practice of skills that make students employable is fully integrated into all aspects of training and that students acquire the skills, knowledge, and attitudes that will make them assets to employers. Specific skills and knowledge which must be incorporated into all training activities are outlined in PRH, 2.5.
6. **Social Skills Training:** The contractor will conduct a social skills training program which provides students with opportunities to learn and practice socially acceptable behaviors and skills which will enable them to function

successfully in the workplace and community. Requirements for program structure and content are found in PRH, 2.6.

7. **Diversity Training:** The contractor will develop a program designed to increase understanding among members of the various ethnic, racial, and religious groups and which prepares students to live and work in a diverse society. Requirements for program structure and content are found in PRH, 2.7.
8. **Occupational Exploration:** The contractor will develop a program for helping students to choose occupational training programs suited to their interests, capabilities, and potential. Required activities and expected time frames are detailed in PRH, 2.8.
9. **Evaluation of Student Progress:** The contractor will provide a system for periodically evaluating student progress and assisting students in setting short and long range goals toward employability. Bonuses for high achievement will be awarded in conformance with the guidelines in PRH 4. Required program content and a schedule for progress evaluations are found in PRH, 2.9.
10. **Reading:** The contractor will develop and administer a reading program which provides students with the skills needed for employment in their chosen occupations and assists them to function independently in society. Instruction is required for each of the reading competencies listed in PRH, 2.10.
11. **Mathematics:** The contractor will develop and administer a mathematics program which provides students with the skills needed for employment in their chosen occupations. Instruction is required for each of the mathematics competencies listed in PRH, 2.11.
12. **GED Certificate/High School Diploma:** The contractor will provide students with the skills and knowledge necessary to pass the examination for the General Educational Development Certificate (GED) or to obtain their High School Diploma (HSD). The contractor will make every possible effort to assure that students attain their GED or HSD. Specific requirements for the GED/HSD program are found in PRH, 2.12.
13. **Work Place Communications:** The contractor will provide instruction and practical experiences which prepare students to communicate effectively in the workplace. Instruction is required for each of the competencies listed in PRH, 2.13.

14. **Wellness:** The contractor will provide instruction to students on practices which lead to physical and mental health and which enhance employability. Instruction is required for each of the subjects listed in PRH, 2.14.
15. **Driver Education:** The contractor will provide driver education training to all students who do not already possess driver's licenses. Students will be provided the skills and knowledge necessary to pass the State examination and will be given the opportunity to acquire a driver's license while enrolled. Specific requirements for driver education are contained in PRH, 2.15.
16. **English as a Second Language (ESL) (   is    is not applicable to this contract):** If applicable, the contractor will provide students with limited English proficiency the opportunity to develop English language and acculturation skills. Specific requirements for ESL are contained in PRH, 2.16.
17. **Vocational Training:** The contractor will provide individualized competency-based vocational training for students. Training will provide students with the skills required for entry level employment in specific occupations approved by the Department of Labor. Specific requirements for occupational training are listed in PRH, 2.17.

The following vocational programs will be offered at the center, however offerors may propose to change a vocation, and should indicate this in their proposal :

Vocational Offerings	Training Slots	
	On Center	Off Center
Off- Center- Advanced Center Training (ACT)(Full time)	10	
Auto Body Repair	27	
Culinary Arts	30	
Business Clerical	60	
Carpentry (Home Builders Institute)	24	
Plumber (Home Builders Institute)	24	
Electrician Trainee (Home Builders Institute)	24	
Bricklayer (Home Builders Institute)	24	
<b>Total Vocational Slots</b>	223	

18. **Work-Based Learning:** The contractor will incorporate work-based learning as a primary instructional method of training. Students will be provided opportunities to learn about career opportunities and employer expectations, and to learn about and apply new occupational skills in actual work places and on real work projects. Specific requirements regarding training methods and procedures are found in PRH, 2.18.
19. **Vocational Skills Training (VST):** The contractor will provide training to students in the eligible trades through work on actual construction or manufacturing projects. Projects accomplished through the VST program will provide students with quality training in a wide range of required skills. Policies and procedures for implementing a VST program are found in PRH, 2.19.
20. **Advanced Career Training (ACT) (  X  is \_\_\_\_ is not applicable to this contract):** The contractor will provide advanced vocational training through enrollment in post-secondary institutions to students who demonstrate the potential to successfully participate in higher education. The program will meet all the requirements of PRH, 2.20.

### C. Social Development Support

The contractor will provide students with an environment which affords them the opportunity to:

- C Experience personal growth.
- C Learn self-management and personal responsibility.
- C Practice both independent and community living skills.

At a minimum, the program will consist of:

1. **Residential Living:** The contractor will provide a safe, secure, clean, and attractive living environment where staff model and reinforce social and employability skills and where students can learn and practice independent and community living skills. Requirements for residential living procedures and systems are listed in PRH, 3.1.
2. **Counseling:** The contractor will provide students with a counseling program which assesses individual needs and delivers services to meet those needs. Counseling services will be performed in accordance with the requirements of PRH, 3.2.
3. **Recreation and Leisure Time:** The contractor will provide students a comprehensive program of recreational activities and events which promotes productive and socially acceptable use of leisure time. Activities will be provided that build self-esteem and enhance the Job Corps experience by providing opportunities for **all** students to participate in enjoyable and safe activities. The program will meet all the requirements of PRH, 3.3.
4. **Student Government and Leadership:** The contractor will develop and support a program which enables students to learn and practice skills in leadership, citizenship, and self-government. The program will include a student benefit fund, to be managed by student government with the assistance of center staff. Requirements for program content and structure are contained in PRH, 3.4.
5. **Behavior Management:** The contractor will develop a behavior management system which promotes high standards of student conduct through the application of incentives and sanctions. The contractor will maintain an environment that is free from drugs and violence. Students will

be provided with opportunities for due process in disciplinary proceedings. Rules and procedures for behavior management are provided in PRH, 3.5.

#### D. Student Administrative Support

The contractor will develop systems for providing support services and benefits which:

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

At a minimum, the program will consist of:

1. **Student Attendance, Leaves, and Absences:** The contractor will establish systems to monitor and track student attendance, provide leave when appropriate, and respond promptly when students are absent without authorization. Required elements for each of these systems are listed in PRH, 4.1.
2. **Student Allowances and Allotments:** The contractor will establish systems for issuing student allowances and bonuses earned through participation and achievement. The systems will be uniformly administered and easily understood by the student population. Criteria for payment of allowances, bonuses and allotments are detailed in PRH, 4.2.
3. **Student Records Management:** The contractor will maintain student records in a manner which ensures accurate documentation of the services and benefits provided to students and which safeguards the confidentiality of student information. Required documents which centers must maintain and procedures for disposition of records are outlined in PRH, 4.3.
4. **Student Enrollments, Transfers, and Separations:** The contractor will complete all enrollment, transfer and separation transactions in accordance with PRH, 4.4.
5. **Student Clothing:** The contractor will provide clothing for students and will guide them in making wardrobe selections which will be suitable for the workplace. Specific requirements concerning clothing allowances and record keeping systems are found in PRH, 4.5.
6. **Student Transportation:** The contractor will provide economical transportation to students in accordance with PRH, 4.6 and Exhibit 4-3.

7. **Food Service:** The contractor will provide students with well-balanced, nutritious meals in a dining environment which is clean, sanitary, attractive and pleasant. Food service program requirements are described in PRH, 4.7.
8. **Student Civil Rights, Non-discrimination, and Legal Services:** The contractor will implement procedures that protect students' civil rights and promote an environment free from discrimination and harassment. Required processes for preventing and resolving student complaints are listed in PRH, 4.8.
9. **Other Student Services:** The contractor will ensure that students receive the basic support services included in PRH, 4.9. The contractor will provide students with opportunities to vote and attend religious services if they so choose.

E. Health Services

The contractor will provide students with routine health services, support, and education, either directly or through referral to other providers, which will:

- C Enhance students' employability.
- C Encourage students to maintain a healthy lifestyle.

At a minimum, the program will consist of:

1. **Delivery of Services:** The contractor will deliver a program of routine medical, dental and mental health services which includes components detailed in PRH, 5.1.
2. **Related Health Programs:** The contractor will provide health-related programs which assist students in making healthful choices and which demonstrate acceptable work place behavior. Health-related programs will include prevention and intervention services and short-term treatment as described in PRH, 5.2.
3. **Health Administration:** The contractor will implement procedures which ensure that quality routine health services are delivered in a professionally caring and cost-effective environment and which meet the specific requirements of PRH, 5.3.

F. Child Development Programs \_\_\_\_\_ IS X **IS Not Applicable**

## G. Career Development Services System (CDSS)

The contractor will fully implement CDSS on center and post-center as described in the Region III CDSS Implementation Plan (Copy available on request). The PRH 7 referenced below is currently under revision, therefore the contractor should consult the Regional CDSS Plan for guidance in developing CDSS.

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

- C Equipping them with job search skills and knowledge of the labor market.
- C Providing them with access to services that support successful transition.
- C Identifying and making referral to suitable employment or educational opportunities.

The final objectives of this effort will be quality placement and continued attachment to the workforce, defined as further training or a job with the following characteristics: full time, high wage, long term, training match.

At a minimum, the program will consist of:

### 1. **On-Center Career Development Services (CDSS) (Applies to all centers):**

As outlined in PRH, 7.1 , the contractor will:

- a. Prepare students for successful job search, employment and further educational opportunities.
- b. Prepare students to access resources and services available to assist in making a successful transition to the workforce
- c. Facilitate direct job placement.

### 2. **Career Transition Period (CTP): (Applies to this contract):**

The contractor will provide or arrange for post-center career development services for all eligible students returning to Centers specified Zone of Influence as stated in the Regional CDSS Plan.

For purposes of this procurement the offeror should anticipate an annual assignee placement pool of:

130 Graduates.

The contractor will meet the standards established by the Director of Job Corps each year in the Outcome Measurement System.

- a. **Career Transition Period (CTP) Services:** The contractor will provide post-center career development services to eligible students, or will arrange to transfer responsibility if the student relocates outside of the service area. Service will be provided throughout the CDSS service period prescribed by PRH, 7.2. The contractor will provide to individuals who are eligible for post-center CDSS assistance all the required services described in PRH, 7.3 and 7.4.
- b. **Career Transition Period (CTP ) Services:** The contractor will 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 CDSS service period to ensure that the graduate remains connected to the labor market following separation, as prescribed in PRH 7.3.
- c. **Career Transition Period (CTP) Services:** The contractor will maintain contact with eligible separated former enrollees during the service period to identify job leads and provide referrals, as specified in PRH 7.4.
- d. **CDSS Recordkeeping, Reporting, and Verification:** The contractor will establish a uniform system for documenting, verifying and reporting Career Development Services, using the criteria in PRH, 7.5.

#### H. Administration And Management

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

- C Effective program organization and management.
- C Program integrity and accountability.
- C Staff professionalism and development.
- C Community support and partnership.

At a minimum, the program will consist of:

1. **Program Management:** The contractor will establish systems which ensure achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 8.1.
2. **Personnel:** The contractor will recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 8.2 and Exhibit 8-3. The contractor will develop and implement policies which promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.
3. **Staff Training:** The contractor will provide training opportunities which 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, 8.3 and Exhibit 8-4.
4. **Community Relationships and Public Education:** The contractor will establish a community relations program in accordance with PRH, 8.4. The program will promote positive public awareness about the Job Corps program and will ensure that the center is an active partner within the local community and with the State's workforce investment system. To this end, the contractor will develop a State Coordination and Special Services Plan that describes how the center will be integrated with State workforce investment efforts and goals at the local level.
5. **Personal Safety and Security:** The contractor will develop and implement procedures to ensure that students feel safe and secure on center and that their rights to privacy are protected. Rules for protection of students, staff and property are outlined in PRH, 8.5.
6. **Management and Reporting of Significant Incidents:** The contractor will develop and implement procedures to prevent, resolve and report significant incidents in order to reduce negative impact on students, the community, and the Job Corps program. Guidelines for reporting and managing significant incidents are found in PRH, 8.6.
7. **Procurement and Property Management:** The center shall establish systems to procure property, services, and supplies in a cost-efficient 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.

I. Financial Management

The contractor will develop and maintain systems to effectively plan, budget and control expenses which will:

- C Safeguard public funds.
- C Ensure the cost-effective provision of services to meet program goals.

The contractor will establish and maintain a financial management system which meets all the requirements of PRH, 9.1 and Appendices 901, 902.

#### J. Facilities, Environmental Health, and Safety

The contractor will establish and maintain a system for facilities maintenance in order to:

- C Provide a safe and clean environment for students.
- C Provide opportunities for students to learn and practice workplace safety procedures.

At a minimum, the program will consist of:

1. **Facility Standards:** In order to ensure that facilities continue to meet student needs and achieve program goals, the contractor will adhere to all standards described in PRH, 10.2, for any construction or rehabilitation projects.
2. **Facility Improvements:** The contractor will ensure that facilities are upgraded, improved, and repaired in a systematic fashion according to long-range plans and in partnership with Department of Labor National and Regional Offices. The processes for assessing and prioritizing facilities improvements are outlined in PRH, 10.3.
3. **Facility Maintenance and Protection:** The contractor will maintain center facilities in a safe, attractive condition through adherence to a center maintenance program, containing the elements described in PRH, 10.4.
4. **Energy Conservation:** The contractor will develop and implement an energy conservation program that results in reduced energy costs and usage. Required procedures for developing and reporting on conservation activities are listed in PRH, 10.5.
5. **Environmental Health:** The contractor will ensure that all environmental health and food sanitation standards are met in order to provide environmentally healthy surroundings for students and staff. Specific requirements concerning environmental health management are found in PRH, 10.6.

6. **Safety and Occupational Health:** The contractor shall establish and operate a safety and occupational health program in accordance with the requirements in PRH,10.7 and Appendix 1001.

7. **Staff Housing (staff housing \_\_\_\_\_ is X is not available at this center):**  
The contractor shall ensure that rates are charged in accordance with OMB Circular A-45 which implements 5. U.S.C. Section 5911 (1976). This regulation requires that basic rental rates be set at rates prevailing in the area for similar housing. Following is a description of staff housing provided: N/A. The contractor will submit to the GAR a plan and schedule of rates pursuant to PL 88-459 for housing for non-students no later than 30 days after contract award. Collection of rent will become income to the contract and reported as a reduction to costs on center financial reports.

K. A new facility is being constructed and it is projected to be completed in approximately two (2) years. It is anticipated that the Student capacity and vocations may change at which time the Department of labor will revise the statement of work and negotiate any cost impact.

**SECTION D. PACKAGING AND MARKING**

Not Required

## SECTION E. INSPECTION AND ACCEPTANCE

### E.1 IDENTITY AND AUTHORITY OF THE GOVERNMENT AUTHORIZED REPRESENTATIVE (FAR 42.302)

- A. The authorized representative of the Contracting Officer is **Betty Underwood**, whose authority to act on behalf of the Contracting Officer is limited to the extent set forth in B below. Under no circumstances is the Government Authorized Representative (GAR) 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 GAR 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, i.e., Outreach Plan, Publicity Plan, Travel Plan, etc.
- 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 GAR at the contractor's offices or at the U. S. Department of Labor, Employment and Training Administration, Regional Office. Inspection and acceptance activities required by this contract shall be performed as directed by the Contracting Officer.

## **E.2 INSPECTION OF SERVICES--COST-REIMBURSEMENT (FAR 52.246-5)**

- A. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- B. The contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- C. The Government has the right to inspect and test all services called for by the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- E. If the contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

## SECTION F. DELIVERIES OR PERFORMANCE

- A. The contractor shall operate the Jacksonville Job Corps Center located in Jacksonville, Florida during the period of February 1, 2002 through January 31, 2004, and if appropriate, will perform necessary functions related to a transition period for assuming responsibility for the operation of the center for the month of January 2002.

## **SECTION G. CONTRACT ADMINISTRATION DATA**

### **G.1 FUNDING AND FINANCIAL ADMINISTRATION**

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

The amount for which the contractor shall be reimbursed for construction and rehabilitation of center facilities is given in Part A below. This amount shall be operative under this contract until such time as the Government may incrementally increase it.

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

The contractor agrees that the costs generated under rehabilitation and equipment shall be maintained in a separate accounting classification to be entitled "Center Facilities and Equipment Accounts," as outlined in PRH, Chapter 9 and Appendix 901.

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 will take place after the completion of the designated period and the adjustment will be applied to the total current estimated value of the contract.

A. Estimated Cost and Fixed Fee

The total estimated cost and fixed fee for this contract are as follows:

Estimated Cost and Fixed Fee		1 <sup>st</sup> Year	2 <sup>nd</sup> Year	2-Year Total
a.	Operations			\$
b.	Fixed Fee			\$
c.	<i>Subtotal Direct Operations</i>			\$
d.	Indirect Operations			\$
e.	<i>Subtotal Indirect Operations</i>			\$
f.	<b>Total Direct &amp; Indirect Operations (c+d)</b>			\$
g.	Construction and Rehabilitation	Blank	Blank	\$Blank
h.	Equipment	Blank	Blank	\$Blank
i.	GSA Vehicle Rental	Blank	Blank	\$Blank
j.	VST	Blank	Blank	\$Blank
k.	<b>Total Capital</b>	Blank	Blank	\$Blank
l.	Outreach/Admissions	N/A	N/A	N/A
m.	Fixed Fee	N/A	N/A	N/A
n.	<b>Total Outreach/Admissions</b>	N/A	N/A	N/A
o.	CDSS			\$
p.	Fixed Fee			\$
q.	<b>Total CDSS</b>			\$
<b>Total Estimated Cost (f + k + n + q)</b>				\$

It is understood that there shall be no fixed fee based on work involved with capital effort, which consists of work or purchases funded under the Cnst/Rehab, Equipment, GSA Vehicle Rental, and VST categories listed above. There will be no increase in fee unless there is an increase in the level of effort approved by the Contracting Officer. Indirect cost charges shall not be allowed for or based on Cnst/Rehab, Equipment, GSA Vehicle Rental, or VST costs.

Estimated Average Operating Costs:

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

B. Summary of Funds Available

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

Cost Category	Amount
Operations	\$
Capital	\$
Construction and Rehabilitation	\$ 0
- Equipment	\$ 0
- GSA Vehicle Rental	\$ 0
- VST	\$ 0
Outreach/Admissions	\$ N/A
CDSS	\$
<b>TOTAL</b>	\$

It is estimated that the above-listed available operations funds will cover the period \_\_\_\_\_ through \_\_\_\_\_. Construction/ rehabilitation and equipment funds are allotted for the term of this contract. The fixed fee shall be paid out of the operations, outreach/admissions, and/or CDSS 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:

Indirect Cost	Base of Allocation	Rate for each Contract Year				
		1	2	3	4	5
<b>G&amp;A</b>	Total Costs, excluding G&A and Contractor's Fee					
<b>Overhead</b> 9Applicable 9Not Applicable	Total Direct Salaries and Wages (9including/9excluding fringe benefits)					
<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: 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 CDSS. 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. Fixed Fee (See Clause 52.216-08)

3. Payment Due Date

Payments under this contract will 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 will 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 will 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 of 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 GAR for certification and forwarding to the cognizant payment office. Invoices will 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; and that the end of month voucher is consistent with amounts reflected on the Monthly Financial Analysis Report.

3. Standard Form 1034 shall 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, and fixed fee incurred for the current period; and a report reflecting the cumulative total costs, G&A, overhead, and total cumulative fee incurred.
4. For the purpose of this contract the GAR 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 redelegated, but is reserved for the Contracting Officer.

**G.2 OPTION TO EXTEND (See Clauses 52.217-08 and 52.217-09)**

A. Option

The Government may unilaterally extend the term of this contract by written notice to the contractor within 20 days before the contract expires provided that the Government shall give the contractor a preliminary written notice of its intent at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option provision. The Government may extend this contract's period of performance for up to three years in successive one year increments. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

The contractor agrees that the estimated costs for operating the Job Corps center and for providing outreach/admissions and/or CDSS services (if applicable) 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 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 and Fixed Fee</b>				
<b>Cost Category</b>		<b>OY1</b>	<b>OY2</b>	<b>OY3</b>
a.	Operations	\$	\$	\$

<b>Estimated Cost and Fixed Fee</b>				
<b>Cost Category</b>		<b>OY1</b>	<b>OY2</b>	<b>OY3</b>
b.	Fixed Fee	\$	\$	\$
c.	<i>Subtotal Direct Operations</i>	\$	\$	\$
d.	Indirect Operations	\$	\$	\$
e.	<i>Subtotal Indirect Operations</i>	\$	\$	\$
f.	<b>Total Direct &amp; Indirect Operations (c+d)</b>	\$	\$	\$
g.	Construction and Rehabilitation	\$0	\$0	\$0
h.	Capital Equipment	\$0	\$0	\$0
i.	GSA Vehicle Rental	\$0	\$0	\$0
j.	VST	\$0	\$0	\$0
k.	<b>Total Capital</b>	\$0	\$0	\$0
l.	Outreach/Admissions	\$N/A	\$N/A	\$N/A
m.	Fixed Fee	\$N/A	\$N/A	\$N/A
n.	<b>Total Outreach/Admissions</b>	\$N/A	\$N/A	\$N/A
o.	CDSS	\$	\$	\$
p.	Fixed Fee	\$	\$	\$
q.	<b>Total CDSS</b>	\$	\$	\$
<b>Total Estimated Cost (f + k + n + q)</b>		\$	\$	\$

**B. Non-Option Extension**

Should the Government not exercise its option to extend for one of the above option years, the contractor agrees, if requested, to extend the contract for up to 120 days beyond the then scheduled completion date. An equitable adjustment for such an extension will be provided by the Government for the period of the extension in proportion to the student year cost then in effect. In accordance with the clause entitled "Limitation of Cost," the contractor shall notify the Contracting Officer if such funding will not be sufficient for operations during the period of the extension. The contractor shall perform the work under this paragraph pursuant to a plan for the operation of the center approved by the Contracting Officer. In the absence of such an approved plan, the contractor will continue to operate the program in accordance with the plans in effect at the time of the extension until written directions are issued by the Contracting Officer.

### C. Contract Terms and Conditions for Options

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

### D. Request for Change In Option Price

If, after exercise of the option, the contractor has reason to believe the total cost to the Government will exceed the estimated cost as stated in the option, the contractor shall notify the Contracting Officer in accordance with Clause 52.232-20, Limitation of Costs. 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, will not include an increase in fee. If the price increase requested is a result of a scope of work change, an equitable fee adjustment will be considered.

## **G.3 INTERPRETATION OR MODIFICATIONS**

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

#### **G.4 LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WITH REGULATIONS FOR SEPARATING STUDENTS**

The contractor agrees to comply with the current requirements for separating students from the program. The contractor agrees further that the refundable cost to the Government for each day a student is retained (counted in the reported on-board strength) in violation of Job Corps requirements, is determined by dividing the "annual student cost" ("cost per student year"), as stated in the contract, by 365. If the annual student cost is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

## **SECTION H. SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CONTRACTOR'S GENERAL RESEARCH COSTS**

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

### **H.2 PAYMENT OF ROYALTIES**

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

### **H.3 DUPLICATION OF EFFORT**

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor will 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 will 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.

## **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 will 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 31.205-6). 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 will 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. The Government is liable for costs if the contractor is paying the prevailing rates and a protest or problem occurs with those rates.

## **H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED**

- A. The Service Contract Act of 1965 is not applicable to contracts for the operation and management of Job Corps centers. However, subcontracts awarded by contractors operating and managing Job Corps centers are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor.
- B. Subcontracts awarded by contractors operating and managing Job Corps centers shall include the applicable clause in FAR 22.10, with such modifications as would otherwise be inappropriate had the clause been included in the prime contract.
- C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.
- D. The contractor (prime contractor) is responsible for obtaining prevailing wage rates for service type subcontracts.

## **H.8 COMPLIANCE WITH COPELAND REGULATIONS**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

## **H.9 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.10 RELIGIOUS AND POLITICAL ACTIVITY**

The contractor agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers and trainees will not be assigned to conduct religious or political activities or instruction. Funds under this contract will 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 religious or political activities.

## **H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY**

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

## **H.12 CONTRACT IDENTIFICATION NUMBER**

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

### **H.13. SUBMISSION OF CORRESPONDENCE**

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

### **H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT**

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

### **H.15 PATENT RIGHTS**

- A. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it will, and warrants that all of its employees who may be the inventors will, 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 will have no access to technical data.
- C. Except as otherwise authorized in writing by the Contracting Officer, the contractor will insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.
- D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.

- E. In the event no inventions, improvements, or discoveries (whether or not patentable) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.
- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the Department of Labor Employment and Training Administration."

## **H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK**

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

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
  - T Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
  - T Aviator to include men and women pilots, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.
  - T 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:
  - T Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the work force.
  - T Recast into the plural. Most Americans spend 20 years of their lives in the work force.

- T Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, lawyer. Identify sex through the use of pronouns.
  - T The lawyer made her final summation.
- F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.
  - T 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:
  - T Strive to use racially and sexually balanced designs.
  - T Depict both men and women in artwork on general subject matters.
  - T Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

## **H.17 TITLES TO STUDIES**

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

## **H.18 PRINTING AND DUPLICATING**

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

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

If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy and preparation of related illustrative material.

#### **H.19 DISPOSITION OF DATA AND COPYRIGHTS**

- A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copy-righted) 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 proviso 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 Governments 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.20 DISPOSITION OF MATERIAL**

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

## **H.21 CONSULTANTS**

- A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly, or fixed price).
- B. The amount or rate of payment will be determined on a case-by-case basis taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in their field, comparable pay for positions under the Classification Act or other Federal pay system (i.e., As a percent of maximum compared to GS ratings - GS-12, 55 percent, GS-13, 65 percent, GS-14, 75 percent, GS-15, 85 percent, GS-16, 96 percent, GS-17, 98 percent, GS-18 100 percent), rates paid by private employers, and rates previously paid other experts or consultants for similar work.

The percentage of 65 ratings is provided as a guideline and is subject to change. In no event will a consultant's allowable rate exceed \$260 per normal work day regardless of the 65 percent ratings guide provided above. The \$260 is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

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

## H.22 CLOSE-OUT PACKAGE

In accordance with Clause 52.216-7, Allowable Cost and Payments, the contractor shall submit an invoice marked "Final" no later than 180 calendar days after contract completion. The original and two signed copies of the following documents (copies of which will be provided by the Government) shall be submitted within 180 days of completion of contract:

<b>Form Name</b>	<b>Form Number</b>
Contractor's Release	ETA 322
Contractor's Assignment of Refunds, Rebates and Credits	ETA 721
Government Property Inventory Transcription Sheet	ETA 328
Final Inventory Certificate	ETA 3-95
Contract Close-Out Tax Certificate	ETA 3-23
Contractor's Submittal of Close-Out Documents	ETA 3-22
Notice of Transfer of Accountability for Government Property	N/A

## PART II. CONTRACT CLAUSES

### SECTION I. CONTRACT CLAUSES

#### I.1 CLAUSES INCORPORATED BY REFERENCE 52.252-2

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

[www.arnet.gov/far/fac](http://www.arnet.gov/far/fac)  
[www.far.npr.gov](http://www.far.npr.gov)  
[www.gsa.gov/forms/far](http://www.gsa.gov/forms/far)

#### Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

CLAUSE	TITLE
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, & Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Printing/Copying Double-Sided on Recycled Paper
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Audit and Records - Negotiation
52.215-8	Order of Precedence - Uniform Contract Format
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modification
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Termination of Defined Benefit Pension Plans
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pension
52.216-7	Allowable Cost and Payments
52.216-8	Fixed Fee
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of Contract

- 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
- 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan
- 52-219-16 Liquidated Damages - Subcontracting Plan
- 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-2 Payment for Overtime Premiums
- 52.222-3 Convict Labor
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-26 Equal Opportunity
- 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans
- 52.222-36 Affirmative Action for Handicapped Workers
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era
- 52.223-2 Clean Air and Water
- 52,223-3 Hazardous Material Identification and Material Safety Data
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.223-6 Drug-Free Workplace
- 52.223-10 Waste Reduction Program
- 52.223-12 Refrigeration Equipment and Air Conditioners
- 52.223-13 Certification of Toxic Chemical Release Reporting
- 52.223-14 Toxic Chemical Release Reporting
- 52.224-1 Privacy Act Notification
- 52.224-2 Privacy Act
- 52.225-1 Buy American Act - Balance of Payments Program -Supplies
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.227-14 Rights in Data
- 52.228-7 Insurance - Liability to Third Persons
- 52.228-8 Liability and Insurance - Leased Motor Vehicles
- 52.232-9 Limitation on Withholding of Payments
- 52.232-17 Interest
- 52.232-18 Availability of Funds
- 52.232-19 Availability of Funds for the Next Fiscal Year
- 52.232-20 Limitation of Cost
- 52.232-22 Limitation of Funds
- 52.232-23 Assignment of Claims
- 52.232-25 Prompt Payment
- 52.232-33 Mandatory Information for Electronic Funds Transfer Payment

52.233-1	Disputes - Alternate I
52.233-3	Protest After Award - Alternate I
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-3	Continuity of Services
52.242-1	Notice of Intent to Disallow Cost
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.242-13	Bankruptcy
52.241-15	Stop Work Order - Alternate I
52.242-3	Penalties for Unallowable Costs
52.243-2	Changes - Cost-Reimbursement - Alternate I
<b>52.243-3</b>	<b>Penalties for Unallowable Costs</b>
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.245-5	Government Property
52.246-5	Inspection of Services- Cost-Reimbursement
52.246-25	Limitation of Liability Services
52.249-6	Termination (Cost-Reimbursement)
52.249-14	Excusable Delays
52.251-1	Government Supply Sources
52.251-2	Interagency Motor Pool Vehicles and Related Services
52.253.1	Computer Generated Forms

## 1.2 Contractor Use of Mandatory Sources of Supply. 52.208-9

Contractor Use of Mandatory Sources of Supply (Mar 1996)

(a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities.

For mandatory supplies that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

- (1) National Industries for the Blind (NIB)  
1901 North Beauregard Street, Suite 200  
Alexandria, VA 22311-1705  
(703) 998-0770
- (2) NISH  
2235 Cedar Lane  
Vienna, VA 22182-5200  
(703) 560-6800

### **I.3 NOTIFICATION OF OWNERSHIP CHANGES 52.215-19**

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;
  - a. 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
  - b. Retain and continue to maintain depreciation and amortization schedules based on the assets 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).

#### **1.4 Small Business Subcontracting Plan. 52.219-9**

As prescribed in 19.708(b), insert the following clause: (Oct 2000)

(a) This clause does not apply to small business concerns.

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

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror upon request of the Contracting Officer, shall submit and negotiate a subcontracting plan where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract

(d) The offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of--
  - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns;
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (vi) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
- (4) HUBZone small business concerns;
  - (i) Small disadvantaged business concerns; and

- (ii) Women-owned small business concerns.
- (5) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
  - (6) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
  - (7) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
    - (i) Small business concerns;
    - (ii) Veteran-owned small business concerns;
    - (iii) HUBZone small business concerns;
    - (iv) Small disadvantaged business concerns; and
    - (v) Women-owned small business concerns.
  - (8) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
  - (9) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
  - (10) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors

(except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

- (11) Assurances that the offeror will--
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (12) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
    - (A) Whether small business concerns were solicited and, if not, why not;

- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (E) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (F) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact--
- (A) Trade associations;
  - (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
- (A) Workshops, seminars, training, etc.; and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (d) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns.

Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (e) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
- (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (f) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business,

rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

- (g) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with--
  - (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (h) The Contractor shall submit the following reports:
  - (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
  - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

## **1.5 Small Disadvantaged Business Participation Program--Incentive Subcontracting. 52.219-26**

As prescribed in 19.1204(c),

- (a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged

business concerns in the North American Industry Classification System (NAICS) Industry Sub-sectors as determined by the Department of Commerce.

- (b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized, NAICS Industry Sub-sectors, it will receive 0.05 Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.
- (c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

#### **I.6 52.230-2 Cost Accounting Standards. 52.230-6**

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--
  - (1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
  - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.
  - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or

modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

- (4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
  - (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
  - (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
  - (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
  - (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**I.7 Disclosure and Consistency of Cost Accounting Practices. 52.230-3**

As prescribed in 30.201-4(b)(1),

- (a) The Contractor, in connection with this contract, shall—
  - (1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.
  - (2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
  - (3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

- (ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.
  
- (4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.
  
- (b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
  
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.
  
- (d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--
  - (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.
  - (2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000.
  - (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**I.8 CERTIFICATION AND ESTIMATED PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS 52.223-9**

(a) As required by the Resource Conservation and recovery Act of 1976 (42 U.S.C. 6962(J)(2)(C)), the Contractor shall execute the following certification:

**CERTIFICATION**

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

\_\_\_\_\_  
[Signature of the Officer or Employee]

\_\_\_\_\_  
[Typed Name of the Officer or Employee]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Name of Company, Firm, or Organization]

\_\_\_\_\_  
[Date]

(End of Certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

B. The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph A of this clause.

<b>ESTIMATE</b>		
<b>EPA Designated Item</b>	<b>Total Dollar Value of EPA Designated Item</b>	<b>Percentage of Recovered Material Content</b>
	\$	
	\$	
	\$	
	\$	

\*Where applicable, also include the percentage of post-consumer material content.

- C. The Contractor shall submit this certification and estimate upon completion of the contract to \_\_\_\_\_ (To be completed in accordance with agency procedures).

## **I. 9 Administration of Cost Accounting Standards. 52.230-6**

As prescribed in 30.201-4(d)(1)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

- (a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:
- (1) For any change in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution; within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.
  - (2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.
  - (3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or by subparagraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):

- (i) Within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or
  - (ii) In the event of Contractor disagreement with the initial finding of noncompliance, within 60 days of the date the Contractor is notified by the Contracting Officer of the determination of noncompliance.
- (b)** After an ACO, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.
  - (1)** Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution; shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards--Educational Institution, which have an award date before the effective date of that standard or cost principle.
  - (2)** Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards--Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.
  - (3)** Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or by subparagraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.

- (c) If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Contractor's CAS-covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the Contracting Officer.
- (d) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.
- (e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--
  - (1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used);
  - (2) Include the substance of this clause in all negotiated subcontracts; and
  - (3) **Within 30 days after award of the subcontract**, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:
    - (i) Subcontractor's name and subcontract number.
    - (ii) Dollar amount and date of award.
    - (iii) Name of Contractor making the award.
- (f) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.
- (g) For subcontracts containing the clauses at FAR 52.230-2 or 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

ESTIMATE		
EPA Designated Item	Total Dollar Value of EPA Designated Item	Percentage of Recovered Material Content
	\$	
	\$	
	\$	
	\$	

\*Where applicable, also include the percentage of post-consumer material content.

C. The Contractor shall submit this certification and estimate upon completion of the contract to \_\_\_\_\_ (To be completed in accordance with agency procedures).

**I.10 52.244-2 SUBCONTRACTS (AUG 1998)**

(a) Definitions. As used in this clause:

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulations (FAR).

“Consent to subcontract” means the Contract Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

**(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that**

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-priced and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, **either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.**

(e) If the Contractor has approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: \_\_\_\_

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(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting —

(A) The principal elements of the subcontract price negotiations:

(B) The most significant considerations controlling establishment of initial or revised prices.

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to qualify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) to relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification there of placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

#### **I.11 COMPETITION IN SUBCONTRACTING (DEC 1996) FAR 52.244.5**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.12 52.244-6 Subcontracts for Commercial Items and Commercial Components. (March 2001)**

As prescribed in 44.403, insert the following clause:

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flown down to the subcontracts for commercial items:

(1) 52.219.8, Utilization of Small Business Concerns (Oct. 2000) (15 U.S.C. 637 (d)(2) and (3)) in all subcontracts that offer further subcontracting opportunities. If the subcontract (except

subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for constructions of any public facilities), the subcontractor must include 52.219.8 in lower tier subcontracts that offer subcontracting opportunities.

- (2) 52.222-26, Equal Opportunity (E.O. 11246);
  - (3) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38U.S.C. 4212(a));
  - (4) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
  - (5) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) While not required, the Contractor may flow down to contracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

The Contractor shall include the terms of this clause, including this paragraph in subcontracts awarded under this contract.

### **I.13 52.246-3 Inspection of Supplies--Cost-Reimbursement. (March 2001)**

As prescribed in 46.303,

- (a) Definitions.

"Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may—
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
  - (1) By contractor otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

(End of clause)



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

**SECTION J. LIST OF ATTACHMENTS**

<b>NUMBER</b>	<b>TITLE</b>
J-1	Contract Pricing Proposal Cover Sheet (to be submitted as the first page of the Business Management Proposal)
J-2	Cost and Price Analysis Summary
J-3	Certificate of Current Cost or Pricing Data
J-4	Financial Display By Year, ETA 2110 Format (Complete instructions for completion of this form can be found in the PRH, Chapter 9, Appendix 901)
J-5	Staffing Chart
J-6	Staff Resource Forms
J-7	Job Corps Publications List
J-8 *	Facility Survey
J-9 *	Annual Fuel and Utility Report
J-10	List of Vocational Skills Training (VST) Slots
J-11	Past Experience Confirmation Questionnaire
J-12	New Contractor Relevant/Transferrable Experience Matrix
J-13 *	Square Foot Facility Utilization Table
J-14 *	Computerized Property Management Listing/Inventory and GSA Vehicles
J-15 *	Site Map
J-16 *	Davis Bacon and Service Contract Act Wage Determinations
J-17	Region III Career Development Service System Design and Implementation Plan
J-18	Career Development Service System Training Material
J-19	Draft Job Corps Policy and Requirement Handbook.

\* Will be provided at Pre-Proposal Conference or upon written request

## ATTACHMENT J-1

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

<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	Total Estimated Cost Including Fixed Fee	\$	\$

**ATTACHMENT J-2**

(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				#	#

<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	Total Estimated Cost Including Fixed Fee	\$	\$	\$

**ATTACHMENT J-2**

(page 4 of 4)

<b>FRINGE BENEFITS</b>		<b>%</b>	<b>OY1 Pay Base</b>	<b>Fringe OY 1</b>	<b>%</b>	<b>OY2 Pay Base</b>	<b>Fringe OY 2</b>	<b>%</b>	<b>OY3 Pay Base</b>	<b>Fringe OY 3</b>
1	Unemployment Insurance		\$	\$		\$	\$		\$	\$
2	FICA		\$	\$		\$	\$		\$	\$
3	Workmen'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-3**

**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 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) 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-4 (page 1 of 3)**

Financial Display by Year (ETA 2110 format)

	FIRST YEAR		SECOND YEAR		TOTAL	
	SY	TOTAL COST	SY	TOTAL COST	SY	TOTAL COST
01 Educ Personnel Exp						
02 Other Education						
03 Voc Personnel Exp						
04 Other Voc Exp						
05 Social Skills Personnel Exp						
06 Other Social Skills Exp						
07 Food						
08 Clothing						
09 Support Ser Personnel Exp						
10 Other Support Ser Exp						
11 Medical/Dent Personnel Exp						
12 Other Medical/Dent Exp						
13 Child Care Personnel Exp						
14 Other Child Care Exp						
15 Admin Personnel Exp						
16 Other Admin Exp						
17 Indirect Admin Exp						
18 Facil Maint Personnel Exp						
19 Other Facil Maint Exp						
20 Security Personnel Exp						
21 Other Security Exp						
22 Communications						
23 Utilities and Fuel						
24 Facilities Lease Exp						
25 Insurance						
26 Motor Vehicle Expense						
27 Travel & Training						
28 Contractor's Fee						
29 FECA Chargeback (CCC)						
30 Indirect Center Operations						
31 Net Center Operations Expenses						

**ATTACHMENT J-4 (page 2 of 3)**

Financial Display by Year (ETA 2110 format)

	THIRD YEAR OPTION		FOURTH YEAR OPTION		FIFTH YEAR OPTION		TOTAL	
	SY	TOTAL	SY	TOTAL	SY	TOTAL	SY	TOTAL
01 Educ Personnel Exp								
02 Other Education								
03 Voc Personnel Exp								
04 Other Voc Exp								
05 Social Skills Personnel Exp								
06 Other Social Skills Exp								
07 Food								
08 Clothing								
09 Support Ser Personnel Exp								
10 Other Support Ser Exp								
11 Medical/Dent Personnel Exp								
12 Other Medical/Dent Exp								
13 Child Care Personnel Exp								
14 Other Child Care Exp								
15 Admin Personnel Exp								
16 Other Admin Exp								
17 Indirect Admin Exp								
18 Facil Maint Personnel Exp								
19 Other Facil Maint Exp								
20 Security Personnel Exp								
21 Other Security Exp								
22 Communications								
23 Utilities and Fuel								
24 Facilities Lease Exp								
25 Insurance								
26 Motor Vehicle Expense								
27 Travel & Training								
28 Contractor's Fee								
29 FECA Chargeback (CCC)								
30 Indirect Center Operations								
31 Net Center Operations Expenses								

**ATTACHMENT J-4 (Page 3 of 3)**

Financial Display by Year (ETA 2110 OA/CDSS format)	1 <sup>st</sup> YEAR	2 <sup>nd</sup> Year	Total Base	1 <sup>nd</sup> OPTION	2 <sup>nd</sup> OPTION	3 <sup>rd</sup> OPTION	TOTAL CONTRACT
<b>OUTREACH/ADMISSIONS</b>							
01	Outreach/Admissions Staff Expense						
02	Bonus Expense						
03	Admin/Other Staff Expense						
04	Facilities Expense						
05	Travel/Training Expense						
06	Media/Advertising Expense						
07	Contractor G & A						
08	Contractor Fee						
09	Other Expense						
10	<b>TOTAL O/A EXPENSE</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>CAREER DEVELOPMENT SERVICES</b>							
11	Career Development Services Staff Expense						
12	Bonus Expense						
13	Admin/Other Staff Expense						
14	Facilities Expense						
15	Travel/Training Expense						
16	Media/Advertising Expense						
17	Contractor G & A						
18	Contractor Fee						
19	Other Expense						
20	<b>TOTAL CAREER DEVELOPMENT EXPENSE</b>						
21	<b>TOTAL OA/CDSS EXPENSE</b>						
22	Furniture/Equipment						
23	<b>TOTAL COST</b>						

## ATTACHMENT J-5 (page 1 of 13)

### STAFFING CHART

#### Instructions for Completing the Staffing Chart:

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

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

The following Staffing Chart shall be completed. The number of staff in each function shall be shown on this chart. The costs of each staff position shall be shown in the narrative justification for each ETA 2110 line of your cost proposal. It is realized that each contractor has its own manner of organizing its staff. However, for the purposes of this proposal, follow the outline of this staffing chart. Also, to assure cost proposal consistency please allocate each staff member cost in your cost proposal in accordance with the ETA 2110 Line Number and Cost Code as detailed in the PRH, Chapter 9, for each separate position. The line number and cost code may differ from Attachment E.

It is realized that different contractors have different position titles for similar functions. The Staffing Chart describes functions. Try to allocate your own staff titles to the functional titles on the chart wherever possible. In the event that a position is so unique that it will not fit any title on the chart, place the position in the appropriate place on the chart and indicate by Line Number and/or Cost Code where it can be found in your cost proposal.

#### Definitions.

1. Function. The major purpose of the position.
2. Sub-Function. A more precise description than the function. If none is needed do not complete the column.
3. Line Number. The ETA 2110 cost line number. See PRH, Chapter 9.
4. Cost Code. The cost reference code from the instructions in the PRH, Chapter 9, Appendix 901.
5. Number. The number of staff at each position title. If none are proposed, leave the line blank. If one person performs more than one function or one person performs the same function in two or more different functional areas, show the allocation of that person's time as a decimal (e.g., .5) allocation to the proper line.
6. Remarks. The center title, if different from the function title shown, and any comments you wish to make.
7. Note. If a position is contracted show the number in parentheses ( ) and indicate the Line Number and Cost Code to which the cost is charged in the remarks column.

The staffing chart contains examples of typical Job Corps Center positions, but is not meant to restrict or require the specific positions.

<b>Staffing Chart</b>		
<b>Line 01 Education Personnel</b>	<b>Number</b>	<b>Remarks</b>
Student Training Director		
Academics Manager		
Academics Clerical		
<b>Instructors: Please list by Academic Program</b>		
Testing Coordinator		
Instructor Substitute		
Special Programs Coordinator		
Sign Language Interpreter		
English as Second Language Coordinator		
Teacher Aides		
Other Education Positions (Specify)		

<b>Staffing Chart</b>		
<b>Line 03 Vocational Personnel</b>	<b>Number</b>	<b>Remarks</b>
Vocational Manager		
Vocational Clerical		
OEP Coordinator		
<b>Instructors: Please list by Vocational Offering</b>		
VST Coordinator		
STW Coordinator		
Instructor Substitute		
ACT Program Coordinator		
Other Vocational Positions (Specify)		

<b>Staffing Chart</b>		
<b>Line 05 Social Skills Personnel</b>	<b>Number</b>	<b>Remarks</b>
Director of Residential Living		
Residential Living Manager		
Residential Living Supervisor		
Residential Living Clerk		
Senior Counselor		
Counselor		
Counselor Aide		
Center Standards Officer		
Senior Resident Advisor		
Recreation Manager		
Recreation Supervisor		
Recreation Instructor		
Recreation Specialist		
Recreation Aide		
Orientation Specialist		
Diversity Coordinator		
Student Government Leader/SWF Advisor		
Safety Program Instructor		
Clerk/Typist		
Other Social Skills Positions (Specify)		

Staffing Chart		
Line 09 Support Service Personnel	Number	Remarks
Food Service Manager		
Laundry Manager		
Vehicle Fleet Manager		
Senior Cook		
Cook		
Cook Helper/Assistant		
Culinary Worker		
Driver		
Substitute Driver		
Laundry Personnel		
Other Support Positions (Specify)		

Staffing Chart		
Line 11 Medical/Dental Personnel	Number	Remarks
Medical Services Director		
Health Services Manager		
Health Services Administrator		
Clerical		
Physician		
Physician Assistant		
Medical Assistant		
Pharmacist		
Psychiatrist/Psychologist		
Mental Health Consultant		
Registered Nurse (RN)		
Vocational/Practical Nurse (LVN/LPN)		
Nurse Assistant/Practitioner (NA/NP)		
Lab Technician		
Dentist		
Dental Hygienist		
Dental Technician		
Dental Assistant		
Pregnancy Coordinator		
Substance Abuse Coordinator		
Substance Abuse Assistant		
Disabilities Accommodations Coordinator		
Other Medical/Dental Positions (Specify)		

<b>Staffing Chart</b>		
<b>Line 13 Child Care Center</b>	<b>Number</b>	<b>Remarks</b>
Child Care Director		
Child Care Manager		
Child Care Specialist		
Child Care Aide		
Child Care Teacher Aide		
Child Care Clerical		
Pre-School Instructor		
Pre-School Instructor Substitute		
Day Care Specialist		
Day Care Specialist Substitute		
Other Child Care Positions (Specify)		

Staffing Chart		
Line 15 Administrative Personnel	Number	Remarks
Center Director		
Deputy Center Director		
Program Director		
Administration Director		
Administration Manager		
Administrative Assistant		
Secretary		
Secretary II		
PBX Operator		
Personnel Manager		
Personnel Specialist		
EEO Coordinator		
Business & Community Liaison Specialist		
Finance Manager		
Accountant		
Bookkeeper		
Procurement Manager		
Procurement Specialist		
Procurement Clerk		
Property Manager		
Property Specialist		
Supply Clerk		
Warehouse Worker		
Facility Manager		
Student Records Manager		

<b>Staffing Chart</b>		
<b>Line 15 Administrative Personnel (cont)</b>	<b>Number</b>	<b>Remarks</b>
Payroll clerk		
Clothing Clerk		
Transportation Clerk		
Legal Services Clerk		
Accountability Clerk		
Computer/ADP Programmer -Software		
Computer/ADP Specialist - Hardware		
Clerical		
Other Administration Positions (Specify)		

<b>Staffing Chart</b>		
<b>Line 18 Facilities Maintenance</b>	<b>Number</b>	<b>Remarks</b>
Maintenance Manager		
Maintenance Supervisor		
Clerical		
Maintenance Engineer		
Maintenance Mechanic		
Maintenance Helper		
Grounds keeper		
Janitor		
Other Facility Maintenance Positions (Specify)		

<b>Staffing Chart</b>		
<b>Line 20 Security Personnel</b>	<b>Number</b>	<b>Remarks</b>
Security Manager		
Security Supervisor		
Clerical		
Lead Security Officer		
Security Officer		
Security Guard		
Other Security Positions (Specify)		
Total Security Personnel		
TOTAL FULL TIME EQUIVALENT STAFF		
Total Contractor Staff		
Total Sub-Contracted Staff		
Total National Training Contractor Staff		
Total FTE		

OUTREACH, ADMISSIONS & CAREER DEVELOPMENT SERVICES SYSTEM	NUMBER	REMARKS
CDSS Director		
Career Development Services Manager		
Career Development Specialist		
Career Development Clerk		
Total CDSS Personnel		

<b>Staffing Chart Summary Sheet</b>	
<b>Title</b>	<b>Number of FTE's</b>
Line 01 Education Personnel	
Line 03 Vocational Personnel	
Line 05 Social Skills Personnel	
Line 09 Support Service Personnel	
Line 11 Medical/Dental Personnel	
Line 13 Child Care Center Personnel	
Line 15 Administrative Personnel	
Line 18 Facilities Maintenance Personnel	
Line 20 Security Personnel	
Career Development Services System Personnel	
<b>TOTAL FULL TIME EQUIVALENT STAFF</b>	



**B. Residential Staffing**

The purpose of this form is to account for all staff in the residential program who have direct student contact. Though this form specifies RA's and Recreation staff and security personnel, other designations are possible and these forms may be modified to show this.

**1. Residential Advisor Staffing**

Where a staff covers two areas, apportion time accordingly. For instance, if a senior RA covers two dorms on a shift, put .5 senior RA in one dorm and .5 in the other. Include all levels of adult dorm staffing excluding managerial and administrative personnel. If an area appears to be staffed low but there are extenuating circumstances such as higher qualified staff proposed, independent living or honor dorm situations, explain succinctly below that dorm staffing in the comments section:.

**Dorm number** \_\_\_\_\_

Day shift staffing \_\_\_\_\_ RA's for \_\_\_\_\_ hours. Shift starts \_\_\_\_\_ and ends \_\_\_\_\_.

Prime shift staffing \_\_\_\_\_ RA's for \_\_\_\_\_ hours. Shift starts \_\_\_\_\_ and ends \_\_\_\_\_.

Late shift staffing \_\_\_\_\_ RA's for \_\_\_\_\_ hours. Shift starts \_\_\_\_\_ and ends \_\_\_\_\_.

Variance staffing (such as weekends)

Day shift staffing \_\_\_\_\_ RA's for \_\_\_\_\_ hours. Shift starts \_\_\_\_\_ and ends \_\_\_\_\_.

Prime shift staffing \_\_\_\_\_ RA's for \_\_\_\_\_ hours. Shift starts \_\_\_\_\_ and ends \_\_\_\_\_.

Late shift staffing \_\_\_\_\_ RA's for \_\_\_\_\_ hours. Shift starts \_\_\_\_\_ and ends \_\_\_\_\_.

Number of staff hours in this dorm on typical 7 day week \_\_\_\_\_. This should be calculated by multiplying the number of RA's times the number of hours for each shift for the entire week.

Number of staff dedicated to this dormitory \_\_\_\_\_. This should be the staff hours divided by 40.

Comments:

**REPEAT THE ABOVE PROCESS FOR EVERY DORM THEN COMPLETE THE SUMMARY:**

Number of RA's calculated above \_\_\_\_\_

Additional staffing such as substitute RA's \_\_\_\_\_

**Total Dorm Staffing** \_\_\_\_\_

## 2. Security Staffing

The Government is not suggesting that there even be a separate security department but if there is, place these numbers here.

Day shift staffing \_\_\_\_\_ Staff for \_\_\_\_\_ hours. Shift starts \_\_\_\_ and ends \_\_\_\_.  
Prime shift staffing \_\_\_\_\_ Staff for \_\_\_\_\_ hours. Shift starts \_\_\_\_ and ends \_\_\_\_.  
Late shift staffing \_\_\_\_\_ Staff for \_\_\_\_\_ hours. Shift starts \_\_\_\_ and ends \_\_\_\_

Variance staffing (such as weekends)

Day shift staffing \_\_\_\_\_ Staff for \_\_\_\_\_ hours. Shift starts \_\_\_\_ and ends \_\_\_\_.  
Prime shift staffing \_\_\_\_\_ Staff for \_\_\_\_\_ hours. Shift starts \_\_\_\_ and ends \_\_\_\_.  
Late shift staffing \_\_\_\_\_ Staff for \_\_\_\_\_ hours. Shift starts \_\_\_\_ and ends \_\_\_\_

Number of staff hours on typical 7 day week \_\_\_\_\_. This should be calculated by multiplying the number of security staff times the number of hours for each shift for the entire week.

Number of security staff \_\_\_\_\_. This should be the staff hours divided by 40.

## 3. Recreation Staffing.

Provide a recreation staffing schedule showing staff functions and work schedule, including hours and days worked.

Also provide the following information:

Number of recreation staff hours on typical 7 day week: \_\_\_\_\_. This should be calculated by multiplying the number of recreation staff times the number of hours for all work periods for the entire week.

Number of recreation staff FTE's: \_\_\_\_\_. This should be the total staff hours divided by 40.

## 4. Counseling Staffing

Provide a counseling staffing schedule showing, for each staff position, hours and days worked and student load.

Number of counseling staff hours on typical 7 day week: \_\_\_\_\_. This should be calculated by multiplying the number of counseling staff times the number of hours for all work periods for the entire week.

Number of counseling staff FTE's: \_\_\_\_\_. This should be the total staff hours divided by 40.

**5. Career Transition Period (CTP) staffing**

Provide a CDSS staffing schedule showing, for each staff position, hours and days worked and graduate/former enrollee workload.

**JOB CORPS PUBLICATIONS LIST**

1. Job Corps Federal Regulations - 20 CFR 638, July 1990
2. Policy and Requirements Handbook
3. CDSS Training Materials (Presentation covering 5 CDSS modules)
4. Region III CDSS Plan

**FACILITY SURVEY**

*(Will be provided at the Pre-Proposal Conference or by written request)*

**ANNUAL FUEL AND UTILITY REPORT**

*(Will be provided at the Pre-Proposal Conference or by written request)*

**VOCATIONAL SKILLS TRAINING (VST)**

The following vocational training programs qualify for VST funding at the \$750 per training slot per year for the Gainesville Job Corps Center:

<b>Vocational Training Program*</b>	<b>Training Slots</b>
Carpenter (Home Builders Institute)	24
Plumber (Home Builders Institute)	24
Electrician Trainee (Home Builders Institute)	24
Bricklayer (Home Builders Institute)	24
<b>Total</b>	<b>96</b>

\* Training provided by National Training Contractors

Past Experience Confirmation Questionnaire

\_\_\_\_\_ Job Corps Center

To Whom it May Concern:

We \_\_\_\_\_ (please print the company name as it will appear on the proposal) are currently responding to the Department of Labor RFP **94011000** for the procurement of the continued operation of the **Jacksonville** Job Corps Center.

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-G of this Questionnaire and return it directly to the address shown below no later than **12:00 p.m., on July 10, 2001.**

ATTN: Contracting Officer  
 Department of Labor,  
 Office of Job Corps and Youth Services  
 61 Forsyth Street, SW Room 6T95  
 Atlanta, GA 30303

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)

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

<b>B. Outcomes vs. Goals:</b>	
1. Were there measurable performance goals or outcomes associated with this contract? If yes, describe:	<input type="radio"/> Yes <input type="radio"/> No
<i>For the following questions, where applicable, underline or circle the adjectival rating which most closely represents your assessment of the contractor's performance: Excellent - E, Very Good - VG, Good - G, Fair - F, Poor - P, Unacceptable - U</i>	
2. How effective was the contractor in achieving those outcomes?	<input type="radio"/> Excellent <input type="radio"/> Fair <input type="radio"/> Very Good <input type="radio"/> Poor <input type="radio"/> Good <input type="radio"/> Unacceptable
<b>C. Cost Control:</b> How well has the contractor:	
1. Performed all contracted services within the budget?	<input type="radio"/> Excellent <input type="radio"/> Fair <input type="radio"/> Very Good <input type="radio"/> Poor <input type="radio"/> Good <input type="radio"/> Unacceptable
2. Submitted complete and accurate financial reports and invoices?	<input type="radio"/> Excellent <input type="radio"/> Fair <input type="radio"/> Very Good <input type="radio"/> Poor <input type="radio"/> Good <input type="radio"/> Unacceptable
3. Has a draft or final audit report disclosed questioned or disallowed costs? If yes, indicate:  a. period covered by audit _____ b. disallowed or recommended for disallowance _____ c. disallowed costs as a % of audited funds _____ d. administrative findings _____ _____	<input type="radio"/> Yes <input type="radio"/> No
Comments: (Explain any ratings below Good)	<b>Summary Adjectival Rating of Cost Control</b>  <input type="radio"/> Excellent <input type="radio"/> Fair <input type="radio"/> Very Good <input type="radio"/> Poor <input type="radio"/> Good <input type="radio"/> Unacceptable

<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?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
2. Responded to technical direction and requests in a timely manner?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Comments: (Explain any ratings below Good)	<b>Summary Adjectival Rating of Timeliness of Performance</b>	
	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
<b>E. Business Relations:</b> To what extent has the contractor:		
1. Been pro-active in contract monitoring and review?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
2. Demonstrated a responsive and cooperative working relationship with the Contracting Officer and Project staff?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
3. Promptly notified the Contracting Officer of potential problems?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
4. Used effective approaches and provided technical expertise and resources to solve contract problems?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Comments: (Explain any ratings below Good)	<b>Summary Adjectival Rating of Business Relations</b>	
	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable

<b>F. Customer Satisfaction:</b> To what extent has the contractor:		
1. Been effective in tailoring the program to meet the needs of the customers?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
2. Shown flexibility in operating the program to meet changing program needs and emphases?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Comments: (Explain any ratings below Good)	<b>Summary Adjectival Rating of Customer Satisfaction</b>	
	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Additional Comments:		
Name & Title of Individual Completing Information:		Phone No.

=====

**(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: \_\_\_\_\_

**NEW CONTRACTOR RELEVANT/TRANSFERRABLE EXPERIENCE MATRIX**

<b>MAJOR JOB CORPS PROGRAM ELEMENTS</b>	<b>RELEVANT/TRANSFERRABLE CONTRACTOR EXPERIENCE</b>  (List examples of experience which are relevant/equivalent in content, scope and/or complexity to the requirements of this procurement.)	<b>CONTRACT SOURCE</b>  (List contract number(s))
<b>Outreach/Admissions (PRH Chapters 1 &amp; 7)</b>		
<b>Student Training (PRH Chapter 2)</b>  <u>Academic Education</u>  <u>Vocational Training</u>  <u>Social Skills Training</u>		
<b>Social Development Support (PRH Chapter 3)</b>		

**SQUARE FOOT FACILITY UTILIZATION TABLE**

*(Will be provided at the Pre-Proposal Conference or by written request)*

**COMPUTERIZED PROPERTY MANAGEMENT LISTING/INVENTORY  
AND GSA VEHICLES**

*(Will be provided at the Pre-Proposal Conference or by written request)*

**SITE PLAN MAP**

*(Will be provided at the Pre-Proposal Conference or by written request)*

**DAVIS BACON WAGE DETERMINATION**

*(Is available on the DOL Wage and Hour Web site [www.access.gpo.gov/davisbacon](http://www.access.gpo.gov/davisbacon) )*

**SERVICE CONTRACT ACT WAGE DETERMINATIONS**

*(Will be provided at the Pre-Proposal Conference or by written request)*

**ATTACHMENT J-17**

**REGION III, CAREER DEVELOPMENT SERVICE SYSTEM DESIGN AND  
IMPLEMENTATION PLAN**

*(Is available on the Job Corps Training Resource Center Web site [www.jctrc.org](http://www.jctrc.org) )*

**CAREER DEVELOPMENT SERVICE SYSTEM TRAINING MATERIAL  
(Presentation covering 5 CDSS modules)**

*(Is available at the Job Corps Training Resource Center Web Site [www.jctrc.org](http://www.jctrc.org) )*

**Job Corps draft Policy and Requirements Handbook**

*(Is available on-line at the Job Corps Web Site [www.jobcorps.org](http://www.jobcorps.org) )*

## **PART IV. REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

#### **K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS 52.203-11**

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph B of this certification.
- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form T.T.T., Disclosure of Lobbying Activities, to the Contracting Officer; and
  3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,00 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## K.2 TAXPAYER IDENTIFICATION 52.204-3

### A. Definitions

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services. "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

- B. The Offeror is required to submit the information required in paragraphs C through E of this solicitation provision in order to comply with report requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

### C. Taxpayer Identification Number (TIN)

" TIN: \_\_\_\_\_

" TIN has been applied for

" TIN is not required because:

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

" Offeror is an agency or instrumentality of a foreign government;

" Offeror is an agency or instrumentality of a Federal, state, or local government;

" Other. State basis: \_\_\_\_\_

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### D. Corporate Status

" Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services

" Other corporate entity

" Not a corporate entity

" Sole proprietorship

- " Partnership
- " Hospital or extended care facility described in 26 CFR 501 (c) (3) that is exempt from taxation under 26 CFR 501(a)

E. Common Parent

- " Offeror is not owned or controlled by a common parent in paragraph A of this clause.
- " Name and TIN of common parent:

Name \_\_\_\_\_  
 TIN \_\_\_\_\_

**K.3 WOMEN-OWNED BUSINESS 52.204-5**

A. Definition

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

B. Representation

The Offeror represents that it " is, " is not a women-owned business concern.

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS 52.209-5 (Jan 2001)**

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

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

(A) Are \_\_\_\_ are no\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have\_\_\_\_ have not \_\_\_\_\_ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local)

contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

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

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has \_\_\_\_\_ has not \_\_\_\_\_ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the

certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

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

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

#### **K.5 SMALL BUSINESS CONCERN REPRESENTATION 52.219-1**

##### **Small Business Program Representations. (March 2001)**

As prescribed in 19.307(a)(1)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561210**
- (2) The small business size standard is **\$20 Million** annual gross receipts.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.
- (2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it \_\_\_ is, \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent care giver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

(6) [*Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_  
\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**K.6 CERTIFICATION OF NONSEGREGATED FACILITIES 52.222-21**

- A. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- B. The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.
- C. The Contractor shall include this clause in every subcontract or purchase order that is subject to the Equal Opportunity clause of this contract.

**K.7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 52.222-22**

The offeror represents that:

- A. It " has, " has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- B. It " has, " has not filed all required compliance reports; and
- C. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.8 AFFIRMATIVE ACTION COMPLIANCE 52.222-25**

The offeror represents that:

- A. It " has developed and has on file, " has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

- B. It " has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.9 CLEAN AIR AND WATER CERTIFICATION 52.223-1**

The Offeror certifies that:

- A. Any facility to be used in the performance of this proposed contract is " is not " listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities;
- C. The Offeror will include a certification substantially the same as this certification, including this paragraph, in every nonexempt subcontract.

**K.10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING 52.223-13**

- A. Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- B. By signing this offer, the offeror certifies that:
  - 1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and Section 6607 of the Pollution Prevention Act of 1990 (PPA) 942 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in Sections 313(a) and (g) of EPCRA and Section 6607 of PPA; or
  - 2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)
    - a. " The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c)of EPCRA, 42 U.S.C. 11023(c);

- b. " The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42. U.S.C. 11023(B)(1)(A);
- c. " The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- d. " The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or
- e. " The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Island, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

**K.11 RECOVERED MATERIAL CERTIFICATION (October 1997) 52.223-4**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962 (c)(3)(A)(i), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in performance of this contract will at least the amount required by the applicable contract specifications.

**K.12 BUY AMERICAN ACT--BALANCE OF PAYMENT 52.225-2**

As prescribed in 25.1101(a)(2):

Buy American Act--Balance of Payments Program Certificate (Feb 2000)

- (a) The offeror certifies that each end product, except those listed in paragraph
- (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (c) Foreign End Products:

Line Item No Country of Origin

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[List as necessary]

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**K.13 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTIONS REPRESENTATION 52.226-2** ( March 2001) As prescribed in 26.304:

A. *Definitions* As used in this provision:

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

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316 (b)(1) of the Act (20 U.S.C.1101a)).

B. Representation - The offeror represents that it–

it " is " is not a Historically Black College or University;

" is " is not a Minority Institution.

**K.14 ROYALTY INFORMATION 52-227-6**

A. Cost or Charges for Royalties

When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item or royalty or license fee:

1. Name and address of licensor.

2. Date of license agreement.
3. Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
4. Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
5. Percentage or dollar rate of royalty per unit.
6. Unit price of contract item.
7. Number of units.
8. Total dollar amounts of royalties.

B. Copies of Current Licenses

In addition, is specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION  
52.230-1**

Note: This notice does not apply to small businesses or foreign governments.

This notice is in three parts (A through C)

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

A. Disclosure Statement - Cost Accounting Practices and Certification

1. Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of 48 CFR parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.
2. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, parts 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 3 of Part A 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.

3. Check the appropriate box below:

a. " 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); and (ii) one copy to the cognizant contract auditor.

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

Date of Disclosure Statement: \_\_\_\_\_

Name and Address Cognizant ACO where filed: \_\_\_\_\_

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

b. " Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address Cognizant ACO where filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

c. " 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 more than \$10 million 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.

d. " 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 Subpart 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 review certificate to the Contracting Officer, in the form specified under subparagraphs 3a or 3b of Part A 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 \$25 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.

B. 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 Standards clause.

" The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-1(b)(2) and certifies that the offeror is eligible for use of the Disclose 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 \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award

exceeding \$1 million. 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 \$25 million or more or if, during this current cost accounting period, the offeror has been awarded a single CAS covered prime contract or subcontract of \$25 million or more.

C. Cost Accounting Standards - Applicable to Existing Contracts.

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

" YES    " NO

(REVISED 2/14/01)

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

**L.1 TYPE OF CONTRACT 52.216-1**

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

**L.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE 52.252-1**

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

[www.arnet.gov/far/fac](http://www.arnet.gov/far/fac)  
[www.far.npr.gov](http://www.far.npr.gov)  
[www.gsa.gov/forms/far](http://www.gsa.gov/forms/far)

**Federal Acquisition Regulation (48 CFR Chapter 1)  
Solicitation Provisions**

CLAUSE	TITLE
52.215-1	Instructions to Offerors - Competitive
52.216-27	Single or Multiple Awards
52.222-24	Preaward Onsite Equal Opportunity Compliance Review
52.222-46	Evaluation of Compensation for Professional Employees
52.237-1	Site Visit

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

- A. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- B. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone

at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

1. Company Name
2. Company Address
3. Company Telephone Number
4. Line of Business
5. Chief Executive Officer/Key Manager
6. Date the Company was Started
7. Number of People Employed by this Company
8. Company Affiliation

C. Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office off the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dnd.com](mailto:globalinfo@dnd.com).

#### **L.4 SERVICE OF PROTEST 52.233-2**

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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer  
Department of Labor, Office of Youth Services and Job Corps,  
61 Forsyth Street SW, Room 6T95, Atlanta, GA 30303

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

#### **L.5 ADDITIONAL INSTRUCTIONS**

A. Standard Form 33 - Block 9 - Solicitation

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

B. Disposition of Proposals

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 unless the offeror's proposal (please include in transmittal letter) specifically outlines the disposition action to be taken.

C. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement will be answered at the Pre-Proposal Conference to be held on **Tuesday, June 5, 2001** at **9:00 am** local time, at the **Jacksonville Job Corps Center, 205 West Third Street, Jacksonville, Florida 32206 (904) 353-5904.**

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

D. Site Visit

Offerors are urged and encouraged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. All offerors are hereby advised that the center will be open for inspection and walk-through only on **Tuesday, June 5, 2001** following the pre-proposal conference, at the same location in paragraph C above..

E. Exchanges and Communication Restrictions

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

F. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for studies or designs for the preparation thereof, nor to

contract for the article or services. 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.

#### G. Reference Material

1). Copies of the current Policy and Requirements Handbook can be ordered from the North Texas Job Corps Distribution Center, P. O. Box 8003, McKinney, Texas 76069-8003, by submitting a request on Company letterhead.

2). Specific sections of the PRH have been cited throughout this RFP. A revised PRH will be issued approximately July 1, 2001. The draft PRH is available at [www.jobcorps.org](http://www.jobcorps.org). Offerors would be well-advised to incorporate changes to the PRH which occur throughout this procurement period.

3). Copies of the Job Corps regulations and 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

4). Copies of the CDSS training materials (a presentation covering 5 CDSS modules) are available on the Job Corps Training Resource Center World Wide Website [www.jctrc.org](http://www.jctrc.org).

#### H. Requests for Equipment/Facility/Utilities Information

The following materials will be available at the Pre-proposal Conference:

1. Facility survey
2. Estimate of inventory value to be turned over by the incumbent contractor by category. (If the inventory value turned over by the incumbent contractor is significantly lower than estimated, negotiations will be undertaken to provide an equitable adjustment.)
3. Annual fuel and utility report
4. Computerized Property Management Listing
5. Square Foot Facility Utilization Table
6. List of Center and GSA vehicles

### **L.6 SUBMISSION OF PROPOSALS**

#### A. General

Proposals submitted in response to this RFP shall consist of the following parts:

- Part 1: Transmittal Letter
- Part 2: Oral Proposal
- Part 3: Staff Resource Proposal and Staffing Charts

- Part 4: Past Performance and Experience
- Part 5: Subcontracting Plan
- Part 6: Cost Justification - Business Management Proposal
- Part 7: Transition/Phase-Out Proposal

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

- a. Each page shall be 8 ½ X 11", with at least 1" margins on all sides
- b. Type size 12 pitch or larger.
- c. Pages shall be consecutively numbered within each section.
- d. Title pages, tables of contents, and section dividers shall not be included in page totals.
- e. Pages in two column format may be used.
- f. Pages submitted in excess of the limits shown will not be evaluated but will be returned to the offeror.
- g. The page limitation of 25 applies to the initial staff resources proposal. The Final Proposal Revision shall be limited to responses to the government's concerns, and should not be an entirely new submission. For proposals received exceeding the 25 page limitation, all pages in excess of 25 will not be considered and will be returned to the offeror.

Offerors are requested to provide ETA form 2110's and proposed staffing charts and Staff Resources Proposal on a 3 1/4" diskette or a CD-ROM, in a format compatible with Corel Quattro Pro 8 version and/or WordPerfect version 8 of Corel Office Suite Version 8.

## B. Specific Instructions

### 1. **Oral Presentation**

The oral presentation shall be used by the Government in its evaluation and selection of the awardee. The oral presentation shall be in the form of a briefing to explain, in detail, the offeror's understanding of and approach to the requirements delineated under the evaluation factors. No price information shall be included in the oral presentation.

The Contracting Officer or a designated panel member may ask questions of clarification following the presentation. The oral presentation is not a negotiation and questions may not be asked by the presenters which seek clarification of the RFP.

Evaluation criteria are shown in Section M.

a. Content

The Oral Presentation shall include discussions of factors for both center operations and the Career Transition Period (CTP) system.

(1) Center Operations

***The Oral Proposal shall consist of responses to the following specific factors only. The factors shall be presented in order shown below.***

Offerors shall describe specifically **HOW** the program will be delivered in the context of the Policy & Requirements Handbook, the center's student population, site condition, configuration, geographic location and the local and regional labor market.

- (a) Management Expertise: By responding to the following questions, describe your leadership and systems which provide organization, structure, resources, and direction to ensure achievement of program outcomes and quality indicators.
- (i) What goals will you set for the center and what specific systems will you employ at the center and corporate levels to ensure they are met?
  - (ii) What challenges do you anticipate for the operation of the **Jacksonville Job Corps Center** and what strategies do you have to address those challenges?
  - (iii) How will you involve local and distant communities, employers and State and local Workforce Investment Boards in the operation of the center?
  - (iv) How will the center utilize the Business Community Liaison?
  - (v) How will students be involved in the operation and management of the center?
  - (vi) What systems will you use to ensure quality control and integrity of program data and assets?

- (vii) How will you ensure adequate corporate support and timely response to regional priorities?
  - (viii) What experience and expertise do you have that will ensure a smooth transition in the start-up of a new Job Corps facility?
  - (ix) How will you ensure good facility maintenance?
- (b) Training Program Design: By responding to the following questions, describe how academic, vocational and social competencies will be delivered to enable students to find good jobs and remain connected to the labor market.
- (i) How will the program be organized and structured to integrate training curricula?
  - (ii) How will you implement CDSS on center, including all the phases mentioned in Section C?
  - (iii) What curricula will be used in training, outside the standard Job Corps curricula?
  - (iv) What supplemental methods/materials will be used?
  - (v) How will you ensure that vocational training meets established performance goals and employer needs?
  - (vi) What specific systems, training and approaches will be used to focus on employability and job readiness concepts?
  - (vii) How will School-to-Work principles be incorporated?
  - (viii) What is the role and extent of employer participation in the design and delivery of training?
  - (ix) A particular performance concern includes the low GED pass rate. What methods will be used to track performance and assure quality of training in academic education?
  - (x) How will you ensure that all students progress in meeting literacy goals and achieving their GED?

- (c) Support Service Effectiveness: (Systems include residential living, counseling, recreation, behavior management, student government/leadership, administrative support services, health services, child development programs, and placement/CDSS services.) By responding to the following questions, describe how social development, administrative and other support services will be delivered to enable students to participate fully in the program and develop the skills to live independently upon program completion.
- (i) How will you ensure a safe and secure student living and learning environment?
  - (ii) What systems and methods will you use to develop student self-management, employability and independent living skills?
  - (iii) How will you ensure student/customer focused delivery of all support services, including food service, transportation, health services, etc?

(2) Direct Outreach/Admissions and Career Transition Period (CTP) System

Offerors shall describe specifically **HOW** the Outreach/Admissions and Career Transition Period (CTP) system will be delivered in the geographic location and the local and regional labor market.

- (a) Outreach Strategy: **(Not Applicable)** By responding to the following questions, describe your outreach and marketing plan to maintain a positive public image and attract suitable applicants.
- (b) Admissions Program Design: **(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
- (c) Career Transition Period (CTP) System Design: By responding to the following questions, describe HOW your approach to matching student skills with appropriate placement opportunities to result in workforce entry, quality jobs and job retention.
  - (i) What systems and procedures will you use to ensure achievement of placement goals?

- (ii) How will you assess student job readiness and what services will you provide to remedy student shortcomings?
- (iii) How will you develop quality jobs for program graduates?
- (iv) What methods will you use to assess student transitional support needs and locate appropriate services to ensure job retention?
- (v) What specific services will be provided to graduates and former enrollees and how much face-to-face time will graduates in the center's geographical zone of influence receive and for what purposes.

b. Format

The Oral Proposal 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 presentations to the Government in person. Submissions of video tape 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, VCR and a Data Projector (similar to a Proxima) and may be provided upon request. Offerors shall include as part of the Transmittal Letter a list of Government equipment required for their presentation. 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 **Teretha Harris, at (404) 562-2372** for an appointment. The room will be available for equipment setup 1 hour prior to the presentation.

(2) Scheduling

Within two (2) days after receipt of proposals, each offeror will be provided a date, time and location for their oral presentation to be given to the Government. The order in which offerors will make their presentations will be determined by drawing of lots after receipt of the proposals. **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 presentations. The anticipated date for oral presentations will begin **July 23, 2001.**

(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 7 personnel on their presentation team.

(4) Time Allowed

It is the offeror's responsibility to comply with time guidelines. Extensions will not be available. For the Presentation on Center operations and Career Transition Period (CTP), each offeror will have a maximum of two (2) hours and 10 minutes, which includes a 10 minute break promptly after 60 minutes, in which to make its presentation. The time limit will start upon the Government's direction to begin. After completion of the presentation, the Contracting Officer or designated panel member may ask questions of clarification for up to an additional 60 minutes.

(5) Clarification of Oral Presentation Points

After completion of the oral presentation, the Government may request clarification of any points addressed which are unclear and may ask for clarification by the offeror on any point which it feels was not adequately supported in the presentation. Any such interchange between the offeror and the Government is for clarification only, and will not constitute discussions. Answers to questions will be recorded and will be considered for evaluation purposes. The clarification time will not exceed 60 minutes for Center Operations and Career Transition Period (CTP).

(6) Documentation

The offerors must present a listing of the names, firms and position titles of all presenters at the time of the presentation. At the presentation Offerors must furnish 5 copies of any material presented visually at the oral presentation (transparencies or visual equivalent, must be presented on plain paper). These materials will not count toward the page count for the formal written proposal and **will not be returned to the offeror.** The Government will video tape the presentation and use these recordings during evaluation of the proposal. 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.

## **2. Staffing Resources Proposals (Original + 5 copies bound separately.)**

### a. Content

The Staffing Plan shall consist of the following:

- (1) A detailed organization chart covering all staff on the center **including** Career Transition Period (CTP) staff. Include any contracted or National Training Contractor staff with each if applicable.
- (2) Position descriptions of each senior staff including, if applicable, CTP staff, who report to the center director or who are responsible for significant key areas on center such as department heads).
- (3) Resume of the proposed Center Director and senior staff. The resumes 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 Center Director and senior staff. Failure to do so, or information received contrary to the certification, will be reflected in the final evaluation.
- (4) The staff incentive plan. Include what specific incentives will be provided and how these may be earned.
- (5) A narrative of services to be provided to the center by the offeror funded through G&A along with the plan for doing so.
- (6) Completed Staffing Chart (Attachments J-5)
- (7) Completed Staff Resource forms (Attachments J-6)

### b. Format:

- (1) The Staffing Chart will also be submitted on 3 1/4" diskette or CD-ROM compatible with Corel Quattro Pro 8, Corel Office Suite version 8**

(2) The written proposal is Not to exceed 25 pages of narrative for the Staff Resources Proposal, including Career Transition Period (CTP). The page limitation excludes the staffing chart and staff resource forms provided in accordance with Section J of this RFP, resumes and position descriptions.

### 3. Past Performance and Experience (Original + 1 copy)

#### a. Definitions

For purposes of this section of the procurement, the following definitions apply:

- (1) New Firms: an organization which has not **operated** a Job Corps center as the **prime** operator within the past three (3) years. New firms include, but are not limited to, outreach, admissions and placement (OA/P) contractors, firms that have never had a contract with Job Corps, subcontractors on any Job Corps contract, organizations whose principals individually possess Job Corps experience, and/or an organization which has held a contract to provide other Job Corps related services.
- (2) Experienced Job Corps Center Contractor: an organization which currently holds one or more prime contracts for Job Corps center operations or has held such a contract within the past 3 years.

#### b. Submission Requirements

- (1) **All** offerors (both new and experienced) must provide a list of contracts (including contract numbers) and programs which they currently operate or have operated within the past three years.
- (2) Experienced contractors may submit up to 5 pages of information for consideration by the Contracting Officer, which describes past performance or explains mitigating circumstances for poor performance.
- (3) New Firms (including Job Corps Outreach, Admission and/or CDSS contractors): For purposes of this solicitation, new firms as defined above, should submit the following:
  - (a) Each offeror **shall send** a copy of the Past Experience 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.

- (b) 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 Confirmation Questionnaire.
- (c) The offeror will prepare and submit a Relevant/Transferrable 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 transferrable skills identified on the offeror's list of contracts (see B1 above) .

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

**4. Subcontracting Plan** (Does not apply to Small Businesses) (Original and 1 copy)

Submit a subcontracting plan in accordance with Clause 52.219-9. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business, 3) women-owned small business, 4) veteran-owned small business, and 5) HUBZone small business concerns. For purposes of this procurement, the NAICS Code is 561210. Offerors are considered small businesses if their annual sales or receipts for the preceding three (3) years do not exceed \$20.0 million.

Proposed subcontracting of key components must be described in detail including organizational relationships and procedures established to ensure proper management, oversight, training, etc. A complete breakdown of costs associated with the subcontracting of a key component of center operations must be displayed in the Business Management Proposal. This should also include any costs associated with oversight of the subcontractual relationship.

*Small Businesses should note that while a subcontracting plan is not required it is requested that they provide a listing of subcontracts that are anticipated. The subcontract list should include at a minimum a list of the*

*functions, tasks, and positions that are proposed and the anticipated dollar value.*

**5. Cost Justification - Business Management Proposal (BMP)** (Original and 1 copy)

1. Content:

Costs shall be mentioned only in the BMP (which will include OA (**Not Applicable**) and CDSS/CTP - separately tabbed) 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)

- a. Contract Pricing Proposal Cover Sheet (SF 1411) - shall be submitted as the first page of the Business Management Proposal.
- b. Cost and Price Analysis Summary Form
- c. Certificate of Current Cost or Pricing Data
- d. An ETA 2110 Financial Display by Year, which shall be used as a recapitulation sheet for the ETA 2110 for two base years. The ETA 2110 shall be presented in the following manner: Col. 1, 1st Year SY; Col. 2, 1st Year Costs; Col. 3, 2nd Year SY; Col. 4, 2nd Year Costs; Col. 5, Total SY; Col. 6, Total Costs.
- e. A narrative justification for each line item of the ETA 2110 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, facility maintenance, and other costs outlined on the ETA 2110 were determined. A justification of general and administrative costs shall be provided along with a copy of the offeror's Indirect Cost Negotiation Agreement from the cognizant federal agency. Include the backup data to support the type of labor and estimated numbers of staff within each labor category. Include basis for pay rates used, giving sources and amounts for wage survey.

Under those ETA 2110 line items relating to staff costs, show your computations in the following vertical columns: (1) position title; (2) direct wage or (3) benefits and other indirect costs; and (4) total cost to the

contract for each position. Individual, separate staff position costs will be included in the narrative justification for each line item of the ETA 2110. Do not consolidate costs for similar positions. Show each position cost separately.

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

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

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

- (1) Has the subcontractor submitted a cost proposal?
- (2) Will the subcontractor be able to start performance at the beginning of the contract period?
- (3) What is the total cost of each subcontract?
- (4) What experience does the subcontractor have in this technical area?
- (5) What services (skills) will the subcontractor provide?

- 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 independent certified or duly licensed public accountant.
- g. A completed Standard Form 33, Solicitation, Offer and Award, and all attachments thereto as outlined in the instructions, (Section K) for each copy of the Business Management Proposal.
- h. A completed Staffing Chart which will indicate the number of staff for each center function.
- i. Total Compensation Plan (salaries and fringe benefits) for professional and non-professional employees. This plan will also include a description of 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.

- j. Area Wage and Fringe Benefit Survey - The Job Corps Area Wage and Fringe Benefit Surveys Handbook (hereafter referred to as the Handbook) was developed to assist both Federal staff and potential offerors.

The purpose of the Handbook is three-fold: (1) to determine expected staffing costs for the development of a center operations cost model, (2) to assess the reasonableness of proposed costs in evaluating proposals for center operations, and (3) to provide a structured approach for offerors to follow when collecting salary and fringe benefit data.

Offerors submitting proposals in response to this RFP are expected to follow the procedures outlined in the Handbook . As part of this process, offerors will be required to provide wage and fringe benefit data for both professional and non-professional center staff. The position descriptions included in the Handbook will serve as the basis for the development of each individual wage range. It is recognized that some position descriptions will deviate from those utilized by offerors. If an offeror perceives a center staff position to be substantially different, it is recommended that it is brought to the Government's attention in the narrative portion of the cost proposal. This also applies to any substantial deviations in proposed salaries as compared to the wage range produced.

When providing wage survey data, offerors should include major staff in addition to supervisory positions (e.g. academic instructors, vocational instructors, counselors, residential advisors, culinary workers, security staff, etc.)

- k. All Representations and Certifications required in Section K of this RFP shall be made part of the Business Management Proposal.
- l. Option Extension Information

The Business Management Proposal shall include estimated costs, including G&A, overhead, fixed fee and OA&P (if applicable), 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 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 ETA 2110. The contractor understands that the estimated costs for operating the Job Corps center in each of the option years will be based on the 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.

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

2. Format:

The ETA 2110 Financial Display by Year form, which shall be used as a recapitulation sheet for the ETA 2110 for two base years. The ETA 2110 shall be presented in the following manner: Col. 1, 1st Year SY; Col. 2, 1st Year Costs; Col. 3, 2nd Year SY; Col. 4, 2nd Year Costs; Col. 5, Total SY; Col. 6, Total Costs. **Each offeror shall provide this on 3 1/4 diskette or CD-ROM compatible with Corel Quattro Pro 8, Corel Office Suite version 8 aside from the requested written copies.**

**6. Transition/Phase-out Proposal (Original and 1 copy)**

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

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

Accordingly, offerors other than the incumbent contractor should submit a 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.

The Government also recognizes that if the incumbent is not the successful offeror, the incumbent contractor will have certain activities to perform in the orderly phase-out of operations; therefore, the incumbent shall submit a 30-day Phase-Out Proposal outlining in detail the phase-out plan. Included will be the period of time involved for each action, staff requirements, and major steps to be accomplished during the phase-out period. The phase-out period will begin the same time as the transition period, 30 days prior to the end of the incumbent's contract, and end on the last day of the incumbent's contract.

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

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

## SECTION M. EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION OF PROPOSALS AND SELECTION FOR AWARD

#### A. Procurement Review Panel

Proposals will be reviewed by a panel of specialists. Each panelist will evaluate the proposals for acceptability with emphasis on the various specific evaluation categories enumerated in this Section (M). The Government may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

#### B. Evaluation Categories

All submissions referred to above except for the Transition Proposal will be evaluated based on the following points:

	<u>Points Possible</u>
1. Oral Presentations	
Center	36
Career Transition Period (CTP)	6
2. Staffing Resources Plan Proposals	
Center	15
Career Transition Period	5
3. Past Performance and Experience	25
4. Subcontracting Plan	5
5. Cost Justification	8
6. Transition/Phase-out Proposal	0
	<hr/>
<b>TOTAL MAXIMUM POINTS POSSIBLE</b>	<b>100</b>

C. Evaluation Criteria

5. Oral Presentation

Center (36 points)

Outreach, Admissions and Career Transition Period (CTP) (6 points)

Each Oral Presentation shall be evaluated against the standards detailed below.

Each of the three criteria outlined in Section L for Center Operations (Management Expertise, Training Program Design, and Support Service Effectiveness) and Career Transition Period (CTP) (Outreach Strategy, Admissions Program Design, Career Transition System Design) will be weighted equally.

- a. To what extent are the systems, procedures and approaches proposed clear, complete, concrete, and consistent with the Job Corps mission and policies?
- b. How effectively does the offeror's proposal recognize and tailor programs to operate in the context of the center's student population, site condition, configuration, geographic location and the local and regional labor market?
- c. How effective is the proposal in offering feasible, proven strategies and methods to ensure the achievement of Job Corps' specified outcomes and quality indicators?

<u>Maximum Points Grid</u>	<b>Consistent with Mission &amp; Policies</b>	<b>Tailored to Local Needs</b>	<b>Effective to meet Performance Standards</b>	<b>Totals</b>
<b>Management Expertise</b>	4	4	4	12
<b>Training Program Design</b>	4	4	4	12
<b>Support Service Effectiveness</b>	4	4	4	12
<b>Totals:</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>36</b>

<u>Maximum Points Grid</u>	<b>Consistent with Mission &amp; Policies</b>	<b>Tailored to Local Needs</b>	<b>Effective to meet Performance Standards</b>	<b>Totals:</b>
<b>CTP System</b>	2	2	2	6

2. Staffing Resource Proposals (20 points total for Center’s SRP and Outreach, Admissions and Career Transition Period)

Each offeror’s Staff Resource Plan 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 scheduling and coverage of critical functions; the credentials, experience and accomplishments of proposed key staff; the demonstrated level of commitment to work on the contract, appropriateness and adequacy of the staff incentive plan; and the degree of support offered through G&A.

3. Past Performance and Experience (25 points)

a. New Firms (other than Job Corps Outreach, Admission, and/or Placement Contractors):

For purposes of this procurement, in addition to the information provided by the offeror in response to Section L, the Government will consider information 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.

b. New Firms (Job Corps Outreach, Admission, and/or Placement Contractors):

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 OA/P 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.

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.

c. Past Effectiveness of Experienced Job Corps Center Operators: (Center Operations)

The Past Effectiveness rating for an experienced Job Corps center operator is based on a combination of the Job Corps Automated Past Effectiveness Report (20 points) and Additional Information (5 points) at the discretion of the Contracting Officer.

(1) Automated Past Effectiveness Report (20 points)

Each center operator will receive an automated past effectiveness score based on an overall score from four measures associated with the contractors' Outcome Measurement System (OMS), Student Safety Satisfaction Survey (SSS), On-Board-Strength Report (OBS), and Quality Rating (QR). The Center's Automated Past Effectiveness Report will be generated automatically by the Job Corps Data Center quarterly.

Further, in the event that the offeror is the incumbent contractor for the Center being procured, the offeror will be evaluated using the weighted incumbent center score.

For example, if Center A is being procured and the incumbent contractor is XYZ Corp. To determine XYZ's past effectiveness score for that Center, the number shown in the 75% Rating column of the Center's Automated Past Effectiveness Report will be used.

(2) Additional Information (5 points)

In assigning these points, the contracting officer 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, past effectiveness reports received from other Job Corps Offices 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.

4. Subcontracting Plan (5 points) (Does not apply to Small Businesses)

Your plan will be evaluated in terms of quality, conformance with regulatory requirements, and corporate efforts/commitment. The Office of Job Corps seeks to provide incentives for offerors to subcontract major portions of center operations with 1) small business, 2) small disadvantaged business, and 3) women-owned small business concerns. Therefore, up to five points may be awarded where the proposed subcontracting involves a key component of center operations (i.e. major components - Residential Living, Academic Education, Vocational Training, Administration; minor components - OA, CDSS/CTP, Health Services).

5. Cost Justification-Business Management Proposal (8 points)

Each offeror shall submit a Business Management Proposal which 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 will 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.

No Job Corps funds will 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 \$145,100 per year. Proration means that the amount charged for a less than full-time employee can not exceed an annualized rate of \$145,100. 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.

In evaluating the Cost Proposal category, the Government will not weigh cost against technical merit, but will 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 will not be scored.

In evaluating the Cost Proposal, the Government will take the following factors into consideration:

- a. Adherence to RFP requirements.
- b. Explanation and support of all costs proposed: wages, benefits, utilities, services, supplies, etc.
- c. Explanation and support of G&A costs. G&A costs should be supported by a full description of services to be provided to the center by corporate support staff. The Business Management Proposal may propose a G&A ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, will become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate.
- d. Consistency of costs with technical proposal. Mathematical errors, incompleteness of data, improper line item designations, etc., will be discussed with the offerors in the competitive range, if necessary.
- e. Total compensation plan for all employees

The Government will 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 will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will 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). Therefore, the cost justification evaluation category will include an assessment of the Total Compensation Plan.

- (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 will be evaluated on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent employees. Offerors are cautioned that instances of lowered compensation for essentially the same work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the complexity of the requirements.

- (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 will be used in evaluation of the offeror's understanding of the contract requirements.
  - (3) An assessment of the potential for adverse effect upon performance and maintenance of the required number of employees with requisite skills resulting from an unrealistically low compensation structure will also be made.
- f. The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment.
  - g. Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except :
    - (1) Offers from HUBZone small business concerns that have not waived the evaluation preference, and
    - (2) Otherwise successful offers from small business concerns.
  - h. A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause

52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

6. 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 Job Corps center and OA & CDSS 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 will make the award decision.

### **A. Notice on Key Personnel**

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

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

responsible. 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 competitive range will consist of proposals which, based upon review panel scores, are grouped at more or less the same level and are competitive with one another. The limits of what constitutes the competitive range in a particular case is a judgement matter for determination by the Contracting Officer.

C. Discussions -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 (52.215-16). If discussions are conducted, offerors 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.

D. Selection for Award

Award will be made to the offeror who has submitted the proposal that is most advantageous to the Government. In making this determination, the government will weigh technical factors more heavily than total cost.

E. Calculation and Evaluation of Cost

The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A and overhead expense, and the fixed fee (if any). Evaluation of proposed costs will take into consideration comparison of costs to past data, allowability and allocability of costs and reasonableness of fixed fee and will be made in accordance with FAR 15.40. The following will be considered in making the final selection of the successful offeror:

1. Base two-year costs
2. Option year costs
3. Total Costs
4. Transition costs
5. Phase-out costs

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 5 year costs, the Government will place more weight on the base 2 year costs because of the uncertainty of award of option years.

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

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

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

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

- C Financial resource adequacy
- C Ability to comply with the Statement of Work
- C Past record of performance
- C Record of integrity and business ethics
- C History of prevention and management of significant incidents, if offeror has previously operated or is presently operating a Job Corps center
- C Department of Labor review reports of offeror's Job Corps Center(s) if offeror has previously operated or is presently operating a center
- C Program and fiscal controls

c Quality and quantity of corporate staff to be assigned to contract.