

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING	PAGE 1	OF PAGES 112
2. CONTRACT NO.	3. SOLICITATION NO.	4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. DATE ISSUED	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY: U.S. Department of Labor Office of Youth Services and Job Corps 61 Forsyth Street SW, Room 6T95 <b>Atlanta, GA 30303</b>				8. ADDRESS OFFER TO (If other than Block 7) <b>Same as Block 7</b>		

**SOLICITATION**

9. Offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in Sam Nunn Atlanta Federal Center, 61 Forsyth St SW Room 6T95 Atlanta, GA 30303 until 2:00pm(est.) local time 7/23/03  
(Hour) (Date)

**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.**

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)**

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

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS
(See Section I, Clause No. 3.3.1-6)	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print) D.E. Scott Contracting Officer		27. UNITED STATES OF AMERICA	28. AWARD DATE

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**SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS**

The Department of Labor, Employment and Training Administration (ETA), Job Corps has a requirement for providing Outreach/Admissions Services in the state of Florida.

The Contractor shall provide **Outreach and Admissions** services in the state of Florida and shall ensure the arrival of a minimum of 2,500 students into the Job Corps program annually for resident male students, resident female students, and non-resident male and female students.

The Contractor shall provide Post-Center **Career Transition Services** annually for N/A youth returning to the state of NA.

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

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ESTIMATED COST</b>
001	Outreach and Admission Services (Base period)	\$
	Fixed Fee	\$
	Incentive Fee	\$
002	Career Transition Services (Base period)	\$
	Fixed Fee	\$
	Incentive Fee	\$
003	Outreach and Admissions, (Option Year 1)	\$
	Fixed Fee	\$
	Incentive Fee	\$
004	Career Transition Services, (Option Year 1)	\$
	Fixed Fee	\$
	Incentive Fee	\$
005	Career Transition Services, (Option Year 2)	\$
	Fixed Fee	\$
	Incentive Fee	\$
006	Outreach and Admissions, (Option Year 3)	\$
	Fixed Fee	\$
	Incentive Fee	\$
007	Career Transition Services, (Option Year 3)	\$
	Fixed Fee	\$
	Incentive Fee	\$
008	Outreach 5 Year Cost including Fees	\$
	CTS 5 year Cost including Fees	\$
	Total 5 year Cost including Fees	\$

## **SECTION C. STATEMENT OF WORK**

### **INTRODUCTION**

This Statement of work sets forth the contract performance requirements for the operation and management of Job Corps Outreach /Admissions and Career Transition Service.

### **C.1 GENERAL**

#### **A. Background**

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

Job Corps provides educational and 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 shall provide material, services, and all necessary personnel to operate a Job Corps Outreach/Admissions and Post-Center Career Transition Services (N/A) program as set forth in Title 1, Subtitle C of the Workforce, Investment Act of 1998, and the Job Corps Policy and Requirements Handbook. The basic purpose of the Outreach and Admissions program is to provide a comprehensive approach to ensure that sufficient numbers of disadvantaged youth between the ages of 16 and 24 are enrolled in specified Job Corps Centers.

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

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

### C. Governing Regulations, Handbooks

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

## C.2 PROGRAM CONTENT

### A. Outreach and Admissions

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

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

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

Annual arrival goals are as follows:

Total	Male Residents	Male Non-Residents	Female Residents	Female Non-Residents
2,500	1,400	69	950	81

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

1. **Outreach:** The contractor shall work cooperatively with various individuals and organizations to attract and enroll eligible at-risk youth. The contractor shall develop and implement effective marketing techniques to educate the public about the program and to ensure that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.
2. **Eligibility Determination and Screening Factors:** The contractor shall assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH, 1.2 and Exhibit 1-1.
3. **Information to Applicants:** The contractor shall provide applicants with accurate information about the Job Corps program, and about specific Job Corps centers, in accordance with PRH 1.3.
4. **Readmission:** The contractor shall assess and verify that applicants for readmission meet criteria found in PRH, 1.4.
5. **Applicant Assignments:** The contractor shall provide a regular flow of applicants for assignment to centers in accordance with Regional procedures and PRH 1.5.
6. **Enrollment Readiness:** The contractor shall ensure that assigned applicants are fully prepared for successful center enrollment in accordance with requirement listed in PRH 1.6.

B. Career Transition Services

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

- enrolled at the     N/A     Job Corps center.**
- returning to the following geographic area:**
- relocating to the following geographic area:**

For purposes of this procurement the contractor should anticipate an annual inflow of new students for provision of career transition services in the numbers shown below. These are the anticipated numbers of new graduates and new former enrollees who will be assigned to the contractor each year.

    N/A     Graduates  
    N/A     Former enrollees.

The contractor's performance shall be measured against the goals established by the Director of Job Corps each year in the Career Transition Service Outcome Measurement System (N/A).

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

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

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

At a minimum, the program shall consist of:

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

### C. Management

The contractor shall provide direction, management and administrative support to all functions and activities of outreach/admissions and career transition services (N/A). The contractor shall establish systems that ensure:

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

At a minimum, the program shall consist of:

1. **Program Management:** The contractor shall establish a system that ensures achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 5.1.
2. **Personnel:** The contractor shall recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 5.2, and Exhibit 5-3. The contractor shall develop and implement policies that promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.
3. **Staff Training:** The contractor shall provide training opportunities that ensure that staff possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 5.3, and Exhibit 5-4.
4. **Procurement and Property Management:** The contractor shall establish systems to procure property, services, and supplies in a cost-efficient manner in accordance with government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of government-owned property, materials, and supplies, in accordance with PRH 5.6.
5. **Financial Management:** The contractor shall develop and maintain systems to effectively plan, budget and control expenses which shall safeguard public funds and ensure the cost-effective provision of services to meet program goals. The contractor shall establish and maintain a financial management system which meets all the requirements of PRH, 5.7, and Appendix 503.

**SECTION D. PACKAGING AND MARKING**

Not Required

## SECTION E. INSPECTION AND ACCEPTANCE

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

- A. The Contracting Officer's Technical Representative (COTR) is Janet Johnson-Ugbo, 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 Contracting Officer's Technical Representative (COTR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order.
- B. The COTR is authorized to:
1. Monitor and inspect contractor's performance to ensure compliance of the scope of work.
  2. Make determinations relative to satisfactory or unsatisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.
  3. Review and approve invoices.
  4. Review and approve contractor's project staff as may be called for on the contract.
  5. Recommend program changes to the Contracting Officer as a result of monitoring or as may be requested by the contractor.
  6. Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
  7. Review and approve required plans.
- C. All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the COTR at the contractor's offices or at the U.S. Department of Labor, 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 52.246-5--INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)**

- 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, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that shall 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****F.1 TYPE OF CONTRACT**

A. This is a **Cost Plus Fixed Fee (CPFF)** Contract with a 2 year base period.

**F.2 PERIOD OF PERFORMANCE**

A. The term of the contract is for a base period of 2 years with three 1-year unilateral option periods. The contractor shall provide Outreach/Admissions and, Career Transition Services (N/A) during the period of September 1, 2003 through August 31, 2005 and if appropriate, shall perform necessary functions related to a transition period for assuming responsibility for the operation of the OA contract for the month of September 2003.

B. Input Schedule: X Applicable  Not Applicable

<b>Annual Arrival by Month</b>			
<b>Month</b>	<b>Male</b>	<b>Female</b>	<b>Total</b>
January	133	92	225
February	133	92	225
March	133	92	225
April	133	92	225
May	133	92	225
June	133	92	225
July	70	70	140
August	133	92	225
September	133	92	225
October	133	92	225
November	133	92	225
December	69	41	110

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

**F.3 52.242-15 STOP WORK ORDER (AUG 1989) and 52.242-15 - ALTERNATE I (APR 1984)**

- A. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
1. Cancel the stop-work order; or
  2. Terminate the work covered by the order as provided in the Termination, clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --
1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**52.242-15– ALTERNATE I (APR 1984)**

If this clause is inserted in a cost-reimbursement contract, substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

**SECTION G. CONTRACT ADMINISTRATION DATA**

**G.1 FUNDING AND FINANCIAL ADMINISTRATION**

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

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of Executive Level II (\$150,000 per year.) Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate of \$150,000. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract including subcontracted services.

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

**A. Estimated Cost and Fixed Fee**

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

<b>Estimated Cost and Fixed Fee</b>		<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>2-Year Total</b>
a.	Outreach/Admissions	\$	\$	\$
b.	Fixed Fee	\$	\$	\$
c.	Career Transition Services	\$	\$	\$
d.	Fixed Fee	\$	\$	\$
<b>Total Estimated Cost (a+b+c+d)</b>		\$	\$	\$

## 2. Estimated Average Operation Cost

PERIOD OF PERFORMANCE	ESTIMATED COST PER STUDENT YEAR
<u>SEPTEMBER 1, 2003</u> THROUGH <u>AUGUST 31, 2004</u>	\$
<u>SEPTEMBER 1, 2004</u> THROUGH <u>AUGUST 31, 2005</u>	\$
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
Outreach/Admissions	\$
Career Transition Services	\$
<b>TOTAL</b>	\$

It is estimated that the above-listed available funds will cover the period \_\_\_\_\_ through \_\_\_\_\_. Fixed fee shall be paid out of the outreach/admissions and career transition services funding.

### 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> <input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable	Total Direct Salaries and Wages ( <input type="checkbox"/> including/ <input type="checkbox"/> excluding 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 placement. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead expense due to the contractor, or refund due to the Government in the event that the amount billed exceeds the total amount payable under the contract.

- 2. Fixed Fee (See Clause 52.216-08 (Mar-97))
- 3. Payment Due Date

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

- 4. Prompt Payment.

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

D. Limitation on Withholding of Payments

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

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

#### **E. Invoice Requirements**

1. The contractor shall submit the original, plus two (2) copies, of the invoice claiming reimbursement for costs for provisional payment directly to the COTR for certification and forwarding to the cognizant payment office. Invoices shall be submitted not more frequently than twice a month. Each invoice must contain, at a minimum, the following:
  - a. Name of the business concern or agency preparing invoice;
  - b. Date invoice is prepared;
  - c. Contract number; and
  - d. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
2. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract.
3. Standard Form 1034 may be used for invoicing purposes and may be obtained from the GSA Regional Office. Each invoice shall be numbered consecutively and shall include costs, G&A, overhead, 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 COTR is hereby designated the authorized representative for the Contracting Officer for processing provisional payment of invoices, cost contractor's invoices, cost contractor's detailed statement of costs, per the provisions of Clause 52.216-07, Allowable Cost and Payment, except that the final invoice shall be forwarded to the Contracting Officer. The right to determine whether costs are allowable, disallowable, or should be suspended is not re-delegated, but is reserved for the Contracting Officer.

#### **G.2 INTERPRETATION OR MODIFICATIONS**

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

**G3. 52.217-8 -- OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**G.4 52.217-9--OPTION TO EXTEND THE TERM OF CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

The contractor agrees that the estimated costs for providing outreach/admissions and career transition services in each of the option years shall be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts shown in the Option Year budget table provided below are therefore considered provisional, except that the fixed fee amounts are considered final unless changed by subsequent bilateral contract modification.

<b>Estimated Cost and Fixed Fee for Option Years</b>				
<b>Cost Category</b>		<b>OY1</b>	<b>OY2</b>	<b>OY3</b>
a.	Outreach/Admissions	\$	\$	\$
b.	Fixed Fee	\$	\$	\$
c.	O / A Total Cost	\$	\$	\$
d.	Career Transition Services	\$	\$	\$
e.	Fixed Fee	\$	\$	\$
f.	CTS Total Cost	\$	\$	\$
<b>Total Estimated Cost (c+f)</b>		\$	\$	\$

## **G.5 OPTIONS**

### **A. Contract Terms and Conditions for Options**

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

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

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

### **B. Request for Change In Option Price**

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

## **G.6 LIQUIDATED DAMAGES FOR PLACEMENTS FOUND TO BE INVALID**

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

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

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

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

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

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

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

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

### **H.4 OTHER CONTRACTORS**

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

### **H.5 TRAVEL AND PER DIEM**

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

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

### **H.6 WAGE COMPARABILITY**

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); (2) that DOL shall reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.2). In general compensation should be limited to an amount which does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.
- B. As appropriate and required, the contractor shall pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. 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 applicable to contracts for Outreach/Admissions and Career Transition Services. In addition, subcontracts awarded by contractors 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 shall include the applicable clause in FAR 22.10.
- 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 issuance 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 Department of Labor is responsible for obtaining prevailing wage rates for service type contracts and shall make applicable wage rates a part of this contract.

#### **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 shall 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 shall not be assigned to conduct religious or political activities or instruction. Funds under this contract shall be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any 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 patented) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it shall, and warrants that all of its employees who may be the inventors shall, execute all documents and do all things necessary or proper to the effectuation of such determination.
- B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as shall have no access to technical data.
- C. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.
- D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.
- E. In the event no inventions, improvements, or discoveries (whether or not patented) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.
- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the Department of Labor 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.
  - ✓ Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
  - ✓ Aviator to include men and women pilots, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.
  - ✓ Human beings or people instead of mankind.
- D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:
  - ✓ Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the work force.
  - ✓ Recast into the plural. Most Americans spend 20 years of their lives in the work force.
  - ✓ Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, and lawyer. Identify sex with a pronoun.
  - ✓ The lawyer made her final summation.
- F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.
  - ✓ Use employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.
- G. The use of artwork in publications should conform to the following guidelines:

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

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

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

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

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

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

- B. Subject to the provision of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, 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 are required to be delivered under this contract become and remain the property of the Government.

## **H.21 CONSULTANTS**

- A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly, or fixed price).
- B. The amount or rate of payment shall be determined on a case-by-case basis taking into account (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, SES-1, 96 percent, SES-2, 98 per-cent, SES-3, 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 shall a consultant's allowable rate exceed \$260 per normal workday 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. USE OF THE AMERICA’S WORKFORCE NETWORK (AWN) BRAND**

The official name for the nationwide system of providing employment and training through the Workforce Investment Act partnerships and various other federally sponsored programs is Americas Workforce Network. To achieve the goals of this contract, it is important that the public has a quick and easy method of identifying that the projects or programs they are taking part in are part of Americas Workforce Network. To provide this information to the public, the contractor agrees to place the Americas Workforce Network logo, in accordance with the U.S. Department of Labor’s guidelines for such use, on all public materials such as statements, press releases, brochures, advertisements, reports, and other documents describing projects or programs funded in whole or in part with Federal money.

When the Americas Workforce Network logo is used, the contractor may accompany it with the following statement: Job Corps is a Proud Member of Americas Workforce Network.

The contractor shall not use the America’s Workforce Network logo in any manner that would imply that the Department of Labor endorses a commercial product, service, or activity or that material of a nonofficial nature represents the U.S. Department of Labor.

## **H.23 RENTAL COST OF FACILITIES**

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

## **H. 24 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 shall be provided by the Government) shall be submitted within 180 days:

<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

## SECTION I. CONTRACT CLAUSES AND PROVISIONS

### I.1 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.arnet.gov](http://www.arnet.gov)

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

CLAUSE	DATE	TITLE
52.202-1	(Oct-95)	Definitions
52.203-3	(Apr-84)	Gratuities
52.203-5	(Apr-84)	Covenant Against Contingent Fees
52.203-6	(Jul-95)	Restrictions on Subcontractors Sales to the Government
52.203-7	(Jul-95)	Anti-Kickback Procedures
52.203-8	(Jan-97)	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	(Jan-97)	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	(Jun-97)	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	(Aug-00)	Printed or Copied Double-Sided on Recycled Paper
52.207-3	(Nov-91)	Right of First Refusal of Employment
52.208-9	(Mar-96)	Contractor Use of Mandatory Sources of Supply
52.209-6	(Jul-95)	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.215-1	(May-01)	Instructions to Offerors-Competitive Acquisition.
52.215-2	(Jun-99)	Audit and Records-Negotiation
52.215-8	(Oct-97)	Order of Precedence-Uniform Contract Data
52.215-10	(Oct-97)	Price Reduction for Defective Cost or Pricing Data

52.215-11	(Oct-97)	Price Reduction for Defective Cost or Pricing Data- Modifications
52.215-12	(Oct-97)	Subcontractor Cost or Pricing Data
52.215-13	(Oct-97)	Subcontractor Cost or Pricing Data-Modifications
52.215-14	(Oct-97)	Integrity of Unit Prices
52.215-15	(Dec-98)	Pension Adjustment and Asset Reversions
52.215-18	(Oct-97)	Revision or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions
52.216-7	(Feb-02)	Allowable Cost and Payments
52.216-8	(Mar-97)	Fixed Fee
52.216-26	(Mar-00)	Payments of Allowable Costs Before Definitization
52.219-8	(Oct-00)	Utilization of Small Business Concerns
52.219-9	(Oct-00)	Small Business Subcontracting Plan
52.219-16	(Jan-99)	Liquidated Damages-Subcontracting Plan
52.219-23	(Oct-97)	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns
52.222-1	(Feb-97)	Notice to the Government of Labor Disputes
52.222-2	(Jul-90)	Payment for Overtime Premiums
52.222-3	(Aug-96)	Convict Labor
52.222-4	(Sep-00)	Contract Work Hours and Safety Standards Act-Overtime Compensation
52.221-21	(Feb-99)	Prohibition of Segregated Facilities
52.222-26	(Feb-99)	Equal Opportunity
52.222-35	(Apr-98)	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	(Jun-98)	Affirmative Action for Disabled veterans and Veterans of the Vietnam Era
52.222-37	(Jan-99)	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era and Veterans of the Vietnam Era
52.223-4	(Oct-97)	Recovered Material Certification
52.223-5	(Apr-98)	Pollution Prevention and Right-to Know Information
52.223-6	(Jan-97)	Drug-Free Workplace
52.223-10	(Aug-00)	Waste reduction Program
52.223-14	(Oct-00)	Toxic Chemical Release Reporting

52.224-1	(Apr-84)	Privacy Act Notification
52.224-2	(Apr-84)	Privacy Act
52.225-1	(Feb-00)	Buy American Act-Balance of Payments Program-Supplies
52.225-2	(Feb-00)	Buy American Act-Balance of Payments Program-Certificate
52.225-13	(Jul-00)	Restrictions on Certain Foreign Purchases
52.227-1	(Jul-95)	Authorization and Consent
52.227-2	(Aug-96)	Notice and Assistance Regarding Paten and Copyright Infringement
52.227-14	(Jun-87)	Rights in Data-General
52.228-7	(Mar-96)	Insurance-Liability to Third Persons
52.228-8	(May-99)	Liability and Insurance-Leased Motor Vehicles
52.230-2	(Apr-98)	Cost Accounting Standards
52.230-3	(Apr-98)	Disclosure and Consistency of Cost Accounting Practices
52.230-6	(Nov-99)	Administration of Cost Accounting Standards
52.232-9	(Apr-84)	Limitation on Withholding of Payments
52.232-17	(Jun-96)	Interest
52.232-18	(Jul-84)	Availability of Funds
52.232-22	(Apr-84)	Limitation of Funds
52.232-23	(Jan-86)	Assignment of Claims
52.232-25	(Jun-97)	Prompt Payment
52.232-33	(May-99)	Payment by Electronic Funds Transfer-Central Contractor Registration
52.232-34	(May-99)	Payment by Electronic Funds Transfer-Other than Central Contractor Registration
52.233-1	(Dec-98)	Disputes/Alternate I (Dec-91)
52.233-3	(Aug-96)	Protest after Award/Alternate I (Jun-85)
52.237-2	(Apr-84)	Protection of Government Buildings, Equipment, and Vegetation
52.237.3	(Jan-91)	Continuity of Services
52.242-1	(Apr-84)	Notice of Intent to Disallow Costs
52.242-3	(Oct-95)	Penalties for Unallowable Costs

52.242-4	(Jan-97)	Certification of Indirect Costs
52.242.13	(Jul-95)	Bankruptcy
52.242.15	(Aug-89)	Stop Work Order- Alternate 1
52.243-2	(Aug-87)	Changes-Cost Reimbursement/Alternate I (Apr-84)
52.244-2	(Aug-98)	Subcontracts/Alternate II (Aug-98)
52.244-5	(Dec-96)	Competition in Subcontracting
52.245-1	(Apr-84)	Property Records
52.245-5	(Jan-86)	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts)
52.246-25	(Feb-97)	Limitation of Liability-Services
52.249-6	(Sep-96)	Termination (Cost Reimbursement)
52.249-14	(Apr-84)	Excusable Days
52.251-1	(Jan-91)	Government Supply Sources
52.251-2	(Jan-91)	Interagency Fleet Management System Vehicles and Related Services
52.253-1	(Jan-91)	Computer Generated Forms

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

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

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

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;

- (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

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

#### SECTION J. LIST OF ATTACHMENTS

NUMBER	TITLE
J-1	Cost and Price Analysis Summary
J-2	Certificate of Current Cost or Pricing Data
J-3	Statement of Financial Capability (ETA 8554)
J-4	Financial Display By Year, ETA 2110 Format (Complete instructions for completion of this form can be found in the PRH, Chapter 5, Appendix 502)
J-5	Staffing Chart
J-6	Staff Resource Forms
J-7	Job Corps Publications List
J-8 *	State of <b>Florida</b> Workforce Investment Plan
J-9	Past Experience Confirmation Questionnaire
J-10	New Contractor Relevant/Transferable Experience Matrix
J-11*	Computerized Property Management Listing, Center / GSA Vehicles, and Estimate of inventory value to be turned over by the incumbent contractor
J-12*	Service Contract Act Wage Determination (State of <b>Florida</b> )
J-13*	MIS Reports (OA-OMS10)
J-14*	Geographical Assignment Plan (GAP)
J-15	Zone of Influence
J-16	Job Corps Policy and Requirements Handbook
J-17	Region III Career Development System Plan
J-18	Region III Guidance for Center CDS Plans
J-19	Regional Director RDGRAMS

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

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

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

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

**ATTACHMENT J-1 (Page 3 of 4)**

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

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

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

**ATTACHMENT J-2**

**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of

\_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Name\_(SIGNATURE)

Title \_\_\_\_\_

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

\* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**ATTACHMENT J-3 (page 1 of 2)**

Attachment C

U.S. DEPARTMENT OF LABOR \* Employment and Training Administration

RFP NO.

**STATEMENT OF FINANCIAL CAPABILITY**

*(Insert the Name and Complete Mailing Address of Offeror)*

<p><b>A. DATE LAST BALANCE WAS PREPARED</b> <input type="checkbox"/> <input type="checkbox"/></p> <p><b>PERIOD COVERED</b> <i>(Month, Day, Year)</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">From</td> <td style="width: 50%; text-align: center;">To</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table> <p><b>C. DATE FISCAL YEAR ENDS</b> <i>(Month, Day, Year)</i> <input type="checkbox"/></p>	From	To			<p><b>B. FINANCIAL CONDITION</b></p> <p style="text-align: right;"><i>(As of Date)</i> _____ 19__</p> <p>(1) Cash .....\$ _____</p> <p>(2) Current Assets.....\$ _____</p> <p>(3) Current Liabilities .....\$ _____</p> <p>(4) Net Worth .....\$ _____</p>													
From	To																	
<p><b>D. FINANCIAL ARRANGEMENTS TO FACILITATE PERFORMANCE DURING INITIAL PHASE OF CONTRACT</b> <i>("X" appropriate box(es))</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%; vertical-align: top;"> <p>(1) Own Resources <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(2) Bank credit <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "YES" complete</i> <input type="checkbox"/></p> <p>(3) Other <i>(If "YES", specify)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> </td> <td style="width: 55%; vertical-align: top;"> <p>a. Name of Bank(s): _____</p> <p>b. Amount \$ _____</p> </td> </tr> </table>		<p>(1) Own Resources <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(2) Bank credit <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "YES" complete</i> <input type="checkbox"/></p> <p>(3) Other <i>(If "YES", specify)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>a. Name of Bank(s): _____</p> <p>b. Amount \$ _____</p>															
<p>(1) Own Resources <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(2) Bank credit <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "YES" complete</i> <input type="checkbox"/></p> <p>(3) Other <i>(If "YES", specify)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>a. Name of Bank(s): _____</p> <p>b. Amount \$ _____</p>																	
<p><b>F. IF ADVANCE PAYMENT IS INDICATED UNDER D(3) ABOVE, COMPLETE THE FOLLOWING:-</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>(1) Estimated Amount of Advance Payment</p> <p>\$ _____ for _____ months.</p> </td> <td style="width: 50%; vertical-align: top;"> <p>(2) The following advances from the Government are presently being received: <i>(Complete Columns "a" thru "e" below)</i></p> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 30%;">AGENCY'S NAME AND ADDRESS</th> <th style="width: 10%;">PERIOD OF CONTRACT</th> <th style="width: 20%;">CONTRACT NO.</th> <th style="width: 15%;">AMOUNT OF ADVANCE</th> <th style="width: 25%;">BANK AGREEMENT WITH</th> </tr> <tr> <th>(a)</th> <th>(b)</th> <th>(c)</th> <th>(d)</th> <th>(e)</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		<p>(1) Estimated Amount of Advance Payment</p> <p>\$ _____ for _____ months.</p>	<p>(2) The following advances from the Government are presently being received: <i>(Complete Columns "a" thru "e" below)</i></p>	AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH	(a)	(b)	(c)	(d)	(e)					
<p>(1) Estimated Amount of Advance Payment</p> <p>\$ _____ for _____ months.</p>	<p>(2) The following advances from the Government are presently being received: <i>(Complete Columns "a" thru "e" below)</i></p>																	
AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH														
(a)	(b)	(c)	(d)	(e)														

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

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

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

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

(1) Name and Address(es) of Cognizant Government Audit Agency	(2) Name and Address of Government Auditor  Telephone Area Code No. <input type="checkbox"/> <input type="checkbox"/> (      )
---------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

(3) Date Last Rate was Computed \_\_\_\_\_ (Month, Day, Year)  
 and Negotiated \_\_\_\_\_

(4) If no government audit agency computed and authorized the rate claimed. Complete "a", "b", and "c" below.

(a) How it is computed?	(b) Who?	(c) Date (Mo., Day, Yr.)
-------------------------	----------	--------------------------

ATTACH COMPUTATION DATA USED.

COMMENTS

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

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

**ATTACHMENT J-4**

<b>Financial Display by Year (ETA 2110 OA/CTS format)</b>	<b>1<sup>st</sup> YEAR</b>	<b>2<sup>nd</sup> YEAR</b>	<b>TOTAL BASE</b>	<b>1<sup>st</sup> OPTION</b>	<b>2<sup>nd</sup> OPTION</b>	<b>3<sup>rd</sup> OPTION</b>	<b>5 YR TOTAL CONTRACT</b>
<b>OUTREACH/ADMISSIONS</b>							
01 O/A Personnel Expense							
02 Staff Travel/Training Expense							
03 GSA Vehicle Rental Expense							
04 Facilities Expense							
05 Equipment Expense							
06 Media/Advertising Expense							
07 Indirect Administrative Expense							
08 Contractor Fee							
09 Other Expense							
10 <b>TOTAL O/A EXPENSE (Lines 01-09)</b>							
<b>CAREER TRANSITION SERVICES</b>							
11 CTS Personnel Expense							
12 Staff Travel/Training Expense							
13 GSA Rental Expense							
14 Facilities Expense							
15 Equipment Expense							
16 Media/Advertising Expense							
17 Indirect Administrative Expense							
18 Contractor Fee							
19 Other Expense							
20 <b>TOTAL CTS EXPENSE</b>							
21 <b>TOTAL OA/CTS EXPENSE</b>							

Attachment J-5

**STAFFING CHART**

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

**Attachment J-6**

**STAFF RESOURCE FORMS**

**1. Outreach and Admissions – N/A**

Provide an OA staffing schedule showing, for each staff position, hours and days worked and workload

**2. Career Transition Service (CTS)**

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

**ATTACHMENT J-7**

**JOB CORPS PUBLICATIONS LIST**

1. Job Corps Federal Regulations - 20 CFR 670, July 1990
2. Policy and Requirements Handbook [www.jobcorps.org](http://www.jobcorps.org)

**ATTACHMENTS J 8**

**STATE OF GEORGIA WORKFORCE INVESTMENT PLAN  
(Will be provide at the pre-proposal Conference or upon written request)**

**ATTACHMENT J-9 (page 1 of 4)**

Past Experience Confirmation Questionnaire  
**Florida Job Corps Center**

To Whom it May Concern:

We \_\_\_\_\_ **(please print the company name as it will appear on the proposal submitted in response to this RFP)** are currently responding to the Department of Labor RFP # **94019000** for the procurement of the continued operation of the **Florida** Outreach, Admissions and Career Transition Services.

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 **July 23, 2003**.

ATTN: Contracting Officer  
 Department of Labor  
 Office of Youth Services and Job Corps, Region III  
 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:	

**ATTACHMENT J-9 (page 2 of 4)**

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

**ATTACHMENT J-9 (page 3 of 4)**

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

**ATTACHMENT J-9 (page 4 of 4)**

<b>F. Customer Satisfaction:</b> To what extent has the contractor:	
<ul style="list-style-type: none"> <li>• Been effective in tailoring the program to meet the needs of the customers?</li> </ul>	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
<ul style="list-style-type: none"> <li>• Shown flexibility in operating the program to meet changing program needs and emphases?</li> </ul>	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
Comments: (Explain any ratings below Satisfactory)	<p align="center"><b>Summary Adjectival Rating of Customer Satisfaction</b></p> <input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
Additional Comments:	
Name & Title of Individual Completing Information:	Phone No.

=====

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

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

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

**ATTACHMENT J-10**

**NEW CONTRACTOR RELEVANT/TRANSFERRABLE EXPERIENCE MATRIX**

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

**Attachment J-11**

**Government Property Listing**

(will be distributed at the pre-proposal conference or upon written request)

**Attachment J-12**

**SERVICE CONTRACT ACT WAGE DETERMINATION**  
(Will be provide at the pre-proposal conference or upon written request)

**Attachment J-13**

**MANAGEMENT INFORMATION SYSTEMS REPORTS**

**Outreach and Admissions Outcome Measurement Standards (OA OMS-10)**

(Provided at the Pre-Proposal Conference or upon written request)

**Geographical Assignment Plan**

**(Will be provide at the Pre-proposal Conference or upon written request)**

**Attachment J-15**

**Zone of Influence**

**(Will be provide at the Pre-proposal Conference or upon written request)**

**Attachment J-16**

**JOB CORPS POLICY AND REQUIREMENTS HANDBOOK (PRH)**

(Is available at the Job Corps website [www.jobcorps.doleta.gov](http://www.jobcorps.doleta.gov))

**Attachment J-17**

**REGION III, CAREER DEVELOPMENT SERVICE PLAN**

*(Is available on the Job Corps Training Resource Center Web site  
[www.jobcorpsregion3.com](http://www.jobcorpsregion3.com) )*

**ATTACHMENT J-18 (Page 1 of 3)****Region III Guidance for Center CDSS Plans**

The key to a good CDSS Plan that truly meets the letter and intent of the PRH is not that it regurgitates PRH requirements, rather it answers the very specific questions in each section of “who, what, where and when.” Provided as guidance.

**Overall:**

1. How is the plan shared with staff?
2. What ongoing and one-time staff training will be held this year? Who will conduct it and when?
3. Who will become CDF certified and how will those with CDF certification be used to transform the culture of the center?
4. What process was utilized to select candidates for CDF certification?
5. What procedures have been developed to track the progress of CDF trainees?
6. How are RDGrams and other regional issuances used and distributed?
7. Has the region’s CDSS plan been integrated in this plan?
8. What center self-assessment will be done and how?
9. How is JACS/WICS used on center?
10. What is the planned involvement your JC Partners consortium? What collaboration with this group and other external partners is planned including operator/agency initiatives?
11. What features of your plan demonstrate it uses the case management approach?

**O&A**

1. What is the procedure for interactions with the Center's POC and O&A to discuss potential needs of incoming students e.g. special needs or fast track? Who is this POC and when is this contact made?
2. How is Center information shared such as brochures, news articles, etc. with AC’s.
3. What is the process by which the center insures the PCDDP is initiated and forwarded to Center? Who does this and when?
4. How is the ACAT used and by whom?
5. Who does pre-arrival calls and letters and when?
6. What is the role and function of the CRC? What is it expected to do and when? Who will be on it? Have you developed bylaws and procedures by which to conduct CRC business?
7. How is feedback provided to AC providers regarding recruitment issues?
8. What information is provided the student relative to reasonable expectations from the student and JC expectation of the student?
9. Discuss the frequency of AC’s visit to the center to conduct tours, introduce students/parents, follow-up on students.

**ATTACHMENT J-18 (Page 2 of 3)****CPP**

1. How is transition handled between the OA and CPP phase?
2. How is the PCDP handled in CPP? Who will access it and for what reason?
3. How is the information contained in the PCDP assessed for adequacy? By who, and when?
4. How is TABE administration and placement accomplished, by whom and when?
5. Who insures safe arrival calls/letters?
6. How is CPP tailored to individual students? What assessments are done and what results will result in what schedules? When is this done?
7. What information is given to students about CTS?
8. How are the core competencies in the PRH to be taught and scheduled in CPP? Be specific regarding scheduling throughout students' stay on center.
9. How are employability expectations transmitted and when?
10. Who updates the PCDP and how are students involved?
11. How is assignment to Driver Education done?
12. How will success or failure in CPP be determined and dealt with?
13. Who is the case manager in this phase and what are the responsibilities of the case manager?

**CDP**

1. How is the transition from CPP handled and by whom?
2. Under what instances will students have to return to CPP, if any?
3. Are there activities which support an integrated approach to learning basic skills. What are they and how are they taught?
4. What activities and design features support learning independent living skills?
5. How are vocational offerings evaluated and their curriculum adjusted to meet student and employer needs?
6. What is the design capacity of WBL students on and off Center and how is the WBL program managed. How does it relate to the remainder of CDP?
7. How is feedback from WBL sites captured and utilized?
8. How will information technology skills be utilized in vocational training? Have plans been developed to update materials, equipment to meet the info tech challenge?
9. What is the use of technology in all areas and after training hours by students?
10. How will the varying learning styles of students be assessed and approaches described?
11. Explain the process utilized in preparation of a student for vocational/career selection during CDP.
12. Who updates the PCDP, when, and what is the student's involvement?
13. How are positive behavior/achievements recognized and rewarded?

**ATTACHMENT J-18 (Page 3 of 3)****CDP continued**

14. Who is the case manager in this phase and what are the responsibilities of the case manager in this phase?
15. How are counselors involved in student's development?
16. How are the IAC and CRC involved in students' development?
17. How and when are LMI and outside resources used?
18. How is SGA involved in Center operations?
19. Are focus groups and surveys used? If so, give details.
20. How are student evaluations done and what is the use of PCDP here?
21. Is there an Employability Skills Kit (portfolio development)? How is that handled?
22. What are the linkages with other institutions and for what purpose, e.g. co-enrollment, professional staff development?
23. How are students phased out of CDP, under what conditions and when? Who decides this?

**CTP**

1. When are students informed of their CTS and by whom?
2. Discuss how out-of-region students are assigned and how contact is made with out of region CTS providers.
3. When are CTS staff informed of when a student is leaving CDP and when? This includes all off-center CTS staff as well.
4. How is communication facilitated between Center staff and CTS staff during a student's stay?
5. How are students' needs met regarding transition services?
6. Are CTS staff seen as case managers? What contact do they have with CDP case managers, if different?
7. What tools/incentives have been developed to ensure long-term contact with students being served?
8. What systems been developed to ensure the validity of placements?

## RDGRAM

#1

### GED - A perspective

Many of you are struggling with your Education component and I applaud your efforts because if we don't wrestle this problem it, like the proverbial bear, will eat us alive. Some of you, in groups and individually, have asked me what I thought an education program ought to look like. I suspect that some of those inquiries are based partially on the fact that you know I go straight to the instructional areas when I visit centers but also on the fact that you are trying to make the necessary improvements in your programs and you acknowledge you need all the help you can get. I feel for you.

My response is that I believe there **are** some characteristics to top programs beyond data that predict success. I look for these, especially if a center is not meeting expectations. I am instructing my PM's to also look for these. Maybe they aren't all in the PAG or all that is included in the PAG but they make sense to me.

Physical Environment. There should be three physical areas in each classroom or at least three balanced areas of effort in each class.

- 13 First there is what we see a lot of - individual seat work. This is filling out those workbooks and taking the tests. Some centers, unfortunately, do little else. That's boring for many students and they either sleep, let their minds drift or act out, thereby selecting themselves out of the program.
- 14 Then there is computer work. Every class should have students on computers doing individual projects (these are best vocationally individualized) or using self-paced tutorial software. Most classes need 3-5 computers. This should not be seen as a reward for doing the "real work," it is part of the **required** real work.
- 15 What is most often lacking in our classrooms are group projects. Students within a class are grouped in three's and four's and given assignments which are due on a particular day requiring them to work together to solve problems and make presentations or write reports. Once again, good programs do not see these projects as "add-on's." This is a good place for applied learning (trade-related) wherein students use what they learn in real-world contexts.

Students feel that they need each other in order to complete the group's task. They "sink or swim" together. One person's efforts cannot carry the entire group. Positive interdependence can be established through mutual goals, joint rewards, shared materials and information and assigned roles.

**RDGRAM** #1(Continued)

Outside Resources. There should be a steady flow of speakers and tutors (more about them later) coming on centers. You know I am fond of saying a lot of good chickens have given their lives for Job Corps CRC's, well this is one way CRC's give something back. The intensity of their effort in this area is the best measure of the efficacy of your community relations program, particularly when this is your biggest area of need. The Industry Advisory Council (IAC), not totally functioning at every Center yet, is another source of speakers, instructors and tutors from local industries involved with the Center.

Tutors. Some folks see the evening hours as belonging to students. I agree. But so do the daytime hours. Students who are falling behind require more work and they should be **required** to do it. This must be provided in a somewhat relaxed learning environment with a caring tutor. They must develop study habits and learn to utilize reference materials and resources. Students must be told this may be required of them in CPP and once you have made this center policy, tell the AC's who serve you. I see this as a different situation than vocational training, incidentally, where more than 8 hours might be physically tiring to the point of a safety problem. Besides, even with tutoring in the late afternoon, evening or weekend, it is unlikely a 40 hour week will be exceeded by very much for any student.

Know the students. This also means teachers and staff need to be better able to recognize students who have learning disabilities (may require some training), and deal with this. Centers must have adequate assessment capability and the means to tailor the program to meet these students' needs.

A sense of urgency. Nothing succeeds in Job Corps like a sense of urgency to succeed. Teachers must not succumb to the "Oh, he's just working at his own pace" mode. All students must work at the maximum pace they can withstand and still learn effectively. Teachers learn their students needs and capabilities and insist students stretch to learn at this accelerated pace.

Accountability. Teachers must accept responsibility for the outcomes of their students. But that also means managers have to listen to the real needs of their teachers.

The Student Employee. Without being overbearing, teachers must consistently and repeatedly treat their classes as employee development classes where the learning will produce better outcomes for the "company." And students must be treated as student employees. Not, "Why are you sleeping in class?" Rather, "Where have you ever worked where employees were allowed to sleep on the job?" Students who are truly too sick to stay awake need medical attention. Students who sleep because class is boring need more than caffeine, they need better, more varied, instruction.

I welcome your comments.

Don Scott  
Regional Director

**RDGRAM**

#2

**Human Resources**

The tangible resources we have to make the Job Corps program work are considerable though often more limited than we'd like. They consist largely of people, facilities and funds. Managing these three is critical to providing service to students. Here are the sorts of things I look for in human resources. We'll talk facilities and finances in later RDGram's.

Our most precious resource is our people. The students and staff, effectively employed, will make our students a success and insure the viability of our program.

***Students as Resource.***

I have never been on a successful Job Corps Center where the students are not being used to help run the program. I am not talking about center support or KP students here. They are necessary but play a minor role. It is how we involve students in decision making that is the key to success. Here are some things to check:

- Who runs the SGA meetings? If it is staff, there's a problem.
- Are changes in rules suggested by SGA? If they don't see this as one of their roles, you are missing an opportunity.
- Are rule changes discussed with them before implementation and, if so, are you just looking for a rubber stamp? A little involvement and willingness to negotiate won't be seen as a weakness and you will have their support.
- How comfortable is the president of SGA in talking to the CD? This is a critical relationship.
- How hard is it to establish and maintain the various SGA committees? This might say something about how well you use what they recommend.
- Does the center self-assessment plan use focus groups and student interviews to shape policy? A focus group session should be designed to listen to students not explain things to them. The moderator keeps the group focused and elicits specifics but doesn't offer reasons or excuses.

***Staff as Resource.***

Having been a staff member on a Job Corps Center many years ago and having monitored Job Corps Centers for over 15 years, I can assure you that not much has changed concerning what can be done to insure staff effectiveness. Here are some things to check:

In numbers 2-5 above, substitute the words "line staff@ for ASGA." Get the picture? Now about staff training. Here are common problems found in staff training:

**ATTACHMENT J-19 (Page 4 of 14)****RDGRAM #2 Continued**

- 16
- 17 Staff training isn't, itself, staffed. No one has a realistic chance of freeing themselves up to actually provide the training or attending it.
- 18 Training is rarely scheduled outside the holiday break periods.
- 19 There's no system for making up missed training.
- 110 There's no tracking of training. Is there a list of who is supposed to have what training annually, quarterly and monthly and can it be easily determined at any time what staff still need what training? There are lots of user-friendly computer applications to help you do this.
- 111 There's no training course outline of what will be taught. Lesson plans would be nice but a simple course outline would at least insure trainers knew what needed to be covered.
- 112 There are concrete expectations of learning. At least in our most important training sessions, shouldn't there a way to tell who actually learned what was taught? Maybe its just the old school teacher coming out in me but in most training I do I, at a minimum, give a pretest to at least get folks attention and demonstrate to them they really do need the training. For most staff training, however, staff could be told what expectations management has for those who have had the training. I try to make this clear in my training of my staff. "With knowledge," I tell them, "comes responsibility."

Staff performance management. Every center operator has a performance management system and some are quite good. Here are some things to check:

- 113 Are staff performance standards tailored not just to "level of effort" but to specific outcomes as well? Are they tailored to the exact position being filled? We see a lot of level of effort standards (e.g. comes to work on time, interacts well with students, etc.) And some across the board outcomes (e.g. the center maintains 100% OBS) but very often the reading teacher's standards, for instance, do not relate to the percentage or number of students they move through the reading program into GED. Vocational instructors could have standards which relate to their outcomes as reported in the VES 10. If statistical outcomes *are* included in the standard, they should be closely related to the staff's work so that staff can see how what they do directly affects that outcome.
- 114 Are the incentives given meaningful? Not only must the goals in standards be attainable through individual and group effort, they must be worth the extra effort a staff might have to make to get them. And we can say that staff can be rewarded in ways other than their pocketbook, and they can, but money talks. Contract center operators can design their appraisal and incentive system a number of inventive ways but the bottom line should be that extra effort and star performance are significantly rewarded.

115 ***RDGRAM** #2 Continued*

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Is there evidence that the full range of performance ratings are used and that ratings are consistent from one department to another? Good organizations find ways to insure folks on performance improvement plans get significantly lower ratings than star performers - across the entire organization.

So there are some things to think about. Are they DOL requirements? No, not at all. Many of the things mentioned above may be absent and a center still perform well. There are more ways to achieve excellence than through any checklist this RDGram might be turned into. But if your center is having difficulty in any of these areas, at least assess your needs there and know we will certainly ask these questions.

As with all RDGrams, please share this with all your staff but with students only as you deem appropriate.

I welcome your comments.

Don Scott  
Regional Director

## RDGRAM

#3

### **Environment**

The environment of a Job Corps Center is made up largely of the people, their attitudes, and the facilities. How the facility presents itself is very telling. This time I would like to address the physical environment and how it is maintained.

What we look for is a place that looks as if students are welcome there and promises hope and challenge. From the cleanliness of the floors to the posters on the walls to the lights on the ceiling, students ought to know they have come to a place that is more than a school, more than an institution and certainly more than simply refuge. The facility should reflect the energy and caring of the program.

First, dorm rooms. Are there photos of students and of the families/sweethearts of students displayed around the room? Are there posters reflecting student interests, selected by students, displayed in dorm rooms? Do the students, within reason, get to say how their room is decorated? Are there attractive non-institutional bedcovers and rugs?

Many of our dormitory facilities need furniture and there isn't enough money to replace it all but what is being done with what is there and what excess sources have been actively sought for better furniture?

Is the classroom environment arranged and decorated so that students appear challenged to learn? Is progress charted and visible? Are vocational shops laid out and decorated to emulate a workplace? Are there safety posters in conspicuous places.

Is the cafeteria a friendly inviting place to eat? Is the menu posted and accurate? Is the serving line attractive and appetizing? After the meal are students required to scrape their uneaten food into a stomach-turning open trash can?

Is cleanliness the norm center-wide or just for show when visitors are expected?

#### ***Maintenance Systems***

Many of our JC facilities are old and much of the maintenance on them is time and money consuming. No center can exist without a system of maintenance. Here are some features of the best I have seen:

There is a facility development plan, agreed upon by the National A&E contractor, the RO, the center operator, the staff and the students that is customer-focused.

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119

**RDGRAM** #3 Continued

There is a maintenance plan that outlines what resources there are to do what maintenance. The resources are usually maintenance staff, outside contractors, VST project work, rehab contractors, regular staff and students. Each of these groups should understand what they will be required to do to maintain the center.

There is one staff on center who distributes the work to the groups above according to the plan. This insures, for instance, that light bulb replacement in the dorms is not carried out by maintenance staff who should be doing such work as preventative maintenance on air handlers. I have observed this very scenario in several R3 centers.

There are a number of computer software applications which make the assignment and tracking of maintenance tasks easier. These are usually easily mastered by clerical students on WBL who can enter and update these files for the maintenance department.

Student involvement in maintenance and upkeep promotes not just the betterment of the facility but independent living skills, employability skills, and social responsibility of the students involved..

Preventative maintenance is often where centers stumble. On well maintained centers, every piece of machinery and every mechanical system has a detailed schedule of maintenance (some excellent systems also include a painting cycle for every wall on center) , usually recommended by the manufacturer/installer. This work is regularly assigned, performed and documented. When we don't do preventative maintenance, our corrective maintenance increases.

Corrective maintenance in response to regular inspections and/or maintenance work orders is prompt and well done. There should be an easily managed system so that the status (assigned/not assigned, accomplished/not accomplished, awaiting parts, etc.) Can be ascertained at any one time. Quality and safety checks must also be done of completed work.

And the facility matches the system. That is to say, a facility that appears well-maintained but has no system to do so is usually working off the instincts of the maintenance staff. These instincts can falter or personnel changes may occur which can throw the facility into disrepair very quickly. Conversely, centers which are poorly maintained by sight but look good on paper are missing the important last piece of #4 above, quality checks. Feedback is lacking.

**RDGRAM** #3 *Continued****Ownership***

Lastly, and most importantly, there must be a sense of ownership of the facility by students and staff. Where this is not evident, the signs are everywhere: litter isn't picked up unless the staff or center support students pick it up; the maintenance staff sees themselves as adversaries of the students and staff who keep messing up their (the maintenance staff's) facility; staff and students have mostly given up on the work order system.

Where ownership is evident, the maintenance shop is tidy, the logs and requests are well-kept, the grounds and buildings sparkle, machinery hums without sputtering and everywhere everyone is doing something to improve the collective environment. Students and staff are proud to show off where they live and work.

***This RDGRAM must be shared with all staff and may be shared with students.***

## RDGRAM

#4

### Managing Change

This RDGRAM follows closely a crucial meeting this week with Regional Managers in which we openly discussed the critical changes that are occurring in our Job Corps program. I thought I'd take this opportunity to speak to each of you directly about these changes and the support your managers will need from you in making them.

It has been said that the only thing really constant in dynamic organizations is change and certainly we are a dynamic organization with a mission critical to the future of our country. But with so much change happening so rapidly it is important to remember that mission and to focus on what the program will gain from all these changes so that we see that the problems we may have to overcome in the short term are truly worthwhile over the long term.

Here are these changes and what I see as your role:

**New PRH** - This should be seen by us all as a brand new document. It needs to be not just read but studied in that light. It is more user and customer friendly. None of us can manage this change effectively unless each of you read and understand the new PRH.

**Implementing CDSS** - If you haven't read the new PRH you may not truly understand that CDSS is the *way* we do Job Corps now. It has been in this region since March 1, 2001. Some centers are still readjusting and refocusing their procedures and staffing. Our new system is a significant upgrade to the Job Corps program and especially in services to our students. You must be conversant in all phases of the system and understand what your role is. It is highly likely that your role has changed. You will be asked to do different things using different approaches that get at the continuum of services we seek. Take the training you will receive on CDSS seriously. Take notes, ask questions, be open to shifting your viewpoint. If your job is being restructured, meet that challenge with an open mind.

**New OASIS, CIS and CTS** - This Fall we will be eliminating the much of the paperwork that we have traditionally used in Job Corps. Student records will be compiled on line using computers on centers and in OA/CTS offices. Various staff in all departments will be making entries and building real-time records of our students that can be used to track progress and solve problems. It will make us a more streamlined and responsive organization. This will require staff to be more computer-friendly and learn some new skills. Be focused on this change when it is implemented on your center or contract. You may feel your learning curve is steep but we are providing good training by teleconference and some innovative online training. You will not be left behind. Remember, this will make record-keeping easier and the bottom line is that services to students will be significantly improved.

**RDGRA** #4 *Continued*

**GED 2002** - There has been much talk about the new GED test that is on the horizon. But what you don't always hear is that the materials that will be used will be those common in the workplace and that the test will measure real-world skills.. That means the GED program will become even more effective in preparing students for the working world. Look at this as a challenge but one we should be eager to meet.

So there they are, four challenges to us all that if managed poorly or met with sufficient staff resistance could create a period of poor productivity, something costly to our customers. But if we meet them together as informed and creative members of the Job Corps team, we can take our program to a level of efficiency far beyond anything previously experienced. Our students deserve nothing less than our best effort and we must never see "business as usual" as an option. We can never stay the same. We can never go backward. We must change.

***This RDGRAM must be shared with all staff and may be shared with students.***

## RDGRAM

#5

### DRAFT

### Schools and Job Corps Centers

One of the issues that has come up on several center assessments is when I or some member of my staff remarks that the center looks and feels more like a school than a Job Corps Center. What do we mean by that and why is that not necessarily a good thing?

As a former teacher, I love good schools. They have, as their primary thrust, educating their students and I find good schools energizing to be involved with. They maintain the life's blood of this country and without their precious work, we would fail as a society. But rarely are schools seen as a workplace for anyone but the staff. Students in schools see "work" as something that comes after they graduate from school. What they do in school is called "learning."

Clearly, then, if you have been involved with Job Corps for a while, you know the difference. We want our students to dress and behave as if they were in a workplace – working. That their actual job is learning does not make Job Corps the same as a school. Everything we do with students and for students is preparing them, in a holistic way, to become independent citizens. Job Corps is not just "the next step" in their education, it is a whole series of steps, made at the same time, to create a worker with a career and a future who may, or may not elect additional training, but who is ready to function in the workplace and is firmly attached to the labor market. So dedicated are we to that attachment that we continue to provide services to our students for a period of time that usually exceeds the time we served them while they were still on center. In case you haven't noticed, the Career Transition Period is very often longer than both the Career Development Period and Career Preparation Periods combined.

So I think that we, as DOL and center staff, understand the difference between schools and JCC's but do our students? They do if we set clear expectations regarding how they spend their time and how they do what they do.

What signals are we sending now? Students who sag their pants, wear the hippest big leg shorts and have their shirttails out are clearly "in" in the school setting but are "out" in the workplace. Students who hang all over each other in intimate embraces between classes are emulating what they did in school but will not be able to do this in a workplace. And who would hire a person who screams loudly across their workplace during the workday or uses vulgar language any time?

**ATTACHMENT J-19 (Page 12 of 14)**

Can we truly say our cafeterias are like their counterparts in industry? Are they bustling with people eating their lunch and watching their watches so as not to be late back to work? Are there courteous cafeteria workers there presenting appetizing meals in a timely fashion?

And, on the job, is there a sense of urgency that the work is important and must be done accurately and at the maximum pace that each worker can handle? Or does a bell go off every 50 minutes and everyone takes a break?

And in the places where you have worked in the past, did you really have to be sick to go to the health unit or could you use the health unit when you just felt a little bad or wanted to lie down? But when you did have to go to the health unit, were you promptly seen by staff that acted as if they cared about your health?

Let me suggest that this be the beginning of a discussion that is long overdue on some centers. As we change the way we are doing things in Job Corps, we must also look at the way we see ourselves. I, for one, enjoyed being part of a school system, but I love being part of Job Corps. And I know the difference. How about you?

***This RDGRAM must be shared with all staff and students.***

**ATTACHMENT J-19 (Page 13 of 14)****RDGRAM**

#6

**High School Diplomas – Not all are created equal.**

Many centers are currently making an impressive effort to obtain alternative education programs for students, including internet distance learning programs, private school affiliations, public school co-enrollments and correspondence courses, which may help deserving students, earn high school diplomas. This is clearly in the spirit of earlier directives to obtain these options. Any center that has not seriously moved forward on such initiatives needs to get going. GED attainment is still very important, but a full menu of educational options is needed at every center to meet the individual needs of students.

Some concerns have come up about the quality level of some of the programs being looked at by centers and that is what this RD GRAM is meant to address. The bottom line is that all of our students deserve a quality education that will help them achieve their career goals. The typical student is going to leave Job Corps and do one of three things: get a job, join the military, or go to college. We need to ensure that the high school programs on centers can help them do that.

Public school partnerships generally produce acceptable diplomas. These are, typically, regionally accredited by the Southern Association of Colleges and Schools or the Central States Association of Colleges and Schools. There is no question about them. The more partnerships with such regionally accredited programs, the better.

There are, however, a few “diploma mill” operations that have popped up as options. Some of these are organizations that perhaps send a packet of information to the student. The student completes a couple of lessons plus a self-administered test and sends it back with several hundred dollars and, BINGO, she or he is a high school graduate! That’s not a legitimate diploma. AND – it’s not fair to the student who may not, at the time, appreciate the fact that they just got an expensive degree that can’t really do much for them except to show it to the few employers who won’t take the time to check out it’s legitimacy. Obviously, also, it wouldn’t be fair to enter such dubious achievements as diplomas in center OMS. These operations are not acceptable under any situation!

Meanwhile, there are a number of borderline educational options that may or may not be legitimate. These are the ones I want to be very clear about so you can make good decisions on investing Job Corps dollars into such programs. Here’s how to avoid the pitfalls here:

**ATTACHMENT J- 19(Page 14 of 14)****RDGRAM** #6 *Continued***High School Diplomas – Not all are created equal.**

Legitimate programs have some type of legitimate accreditation. The best have the same regional accreditation as public schools and these are, of course, acceptable. Others will have accreditation by national organizations such as the National Private Schools Association Group or the Distance Education and Training Council. Operations may be from an on-site private school, a correspondence course where there are lessons to complete thru the mail, or over the internet. They will have a verifiable physical location other than a Post Office Box.

A business license in a particular state or even registration with the State Board of Education is not necessarily evidence of an appropriate program for our students.

Legitimate programs have core curriculum and structured delivery systems. Oversight is provided by credentialed education professionals. This means real people, not an automatic scoring system or stand-alone software program. While some programs may have some acceleration, there must be an obvious level of effort needed to meet competencies. You can't start with zero high school credits and finish a complete diploma in just 6 months. If it sounds "too good to be true," it probably is.

Legitimate programs are accepted as valid high school diplomas by the military and institutions of higher learning. Documentation should indicate that the degree is accepted at a minimum of "Tier II" and preferably as "Tier I" by the U.S. Army. At least two or more accredited colleges or tech schools in the center's zone of influence (or state) for returning students must accept the diploma for admissions.

Note: "Tier II" for the U.S. Army means that the diploma is accepted the same as a regular GED. That means an ASVAB of 50 or higher must accompany it, plus there must be a Tier II slot available. Since only about 10% of all Army recruits are Tier II, the typical such diploma student competes for limited slots and likely will not get into the Army. In addition, most local colleges, very likely will not accept diplomas that only qualify for the Army's Tier II.

In comparison, be aware that a GED plus Job Corps graduation equals "Tier I" which is the same as a regular high school diploma by the U.S. Army. For Job Corps graduates, under our special partnership, an ASVAB of only 31 is an acceptable score. This means the Army will accept almost anyone who earns these two credentials.

**IMPORTANT:** Check out alternative programs carefully. Do not enroll students unless you know exactly what you are buying. Question anything less than programs fully equivalent to regionally accredited public schools. If you choose to use such programs for some students, ensure that the student fully understands, in writing, the difference between the diploma they are getting and a regular one. And if the program doesn't meet the criteria above, don't credit graduates on the OMS.

## PART IV. REPRESENTATIONS AND INSTRUCTIONS

### K.1 52.203-11--CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation 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 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 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 LLL, 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 \$100,000 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 52.204-3--TAXPAYER IDENTIFICATION (OCT 1998)

(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.

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations

issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) *Taxpayer Identification Number (TIN).*

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

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

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of a Federal Government;

\* Other. State basis. \_\_\_\_\_

(e) *Type of organization.*

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt):

\* Corporate entity (tax-exempt):

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(f) *Common Parent.*

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

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 52.204-5--WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)  
(MAY 1999)**

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

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

**K.4 52.209-5--CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (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 not \* 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 shallful 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 shall not necessarily result in withholding of an award under this solicitation. However, the certification shall 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 52.219-1--SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 5619900.

(2) The small business size standard is \$6M.

(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 caregiver 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) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice*

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, 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.

**K.6 52.222-22--PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)**

The offeror represents that --

- (a) It \* has, \* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It \* has, \* has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, shall be obtained before subcontract awards.

**K.7 52.222-25--AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that --

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

**K.8 52.223-13--CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING  
(OCT 2000)**

(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 shall 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) (42 U.S.C. 13106), the offeror shall 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.]*

\* (i) 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);

\* (ii) 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);

\* (iii) 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);

\* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

\* (v) 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 Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## **K.9 52.230-1--COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

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

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

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

### *I. Disclosure Statement -- Cost Accounting Practices and Certification*

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) *Check the appropriate box below:*

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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

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

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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

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

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

\* *The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the*

*Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.*

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

### III. *Additional Cost Accounting Standards Applicable to Existing Contracts*

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

Yes       No

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

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

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

### **L.2 52.252-1--SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

[www.arnet.gov](http://www.arnet.gov)  
[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**

<b>PROVISION</b>	<b>DATE</b>	<b>TITLE</b>
52.204-6	(Jun-99)	Data Universal Numbering Systems (DUNS)
52.215-1	(Feb-00)	Instructions to Offerors – Competitive
52.215-20	(Oct-97)	Requirements for Cost or Pricing Data of Information Other Than Cost or Pricing Data

The offeror shall submit cost and pricing data and supporting attachments prepared in the format outlined in Attachment “J-1” of this solicitation.

52.222-24	(Feb-99)	Pre-award Onsite Equal Opportunity Compliance Review
52.222-46	(Feb-93)	Evaluation of Compensation for Professional Employees
52.237-10	(Oct-97)	Identification of Uncompensated Overtime

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

- A. The offeror shall enter in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- B. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, 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 of 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 [globalifo@dnd.com](mailto:globalifo@dnd.com).

**L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)**

- A. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any 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 Service and Job Corps  
61 Forsyth St.S.W, 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 shall be treated as hand-delivered proposals.

### B. Disposition of Proposals

One copy of each proposal and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall be destroyed.

### C. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement shall be answered at a Pre-Proposal Conference to be held on **June 10, 2003** at **10:00 am./p.m.** local time, at the Job Corps Regional Office located at **61 Forsyth Street Atlanta, GA 30303**.

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

### D. Exchanges and Communication Restrictions

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

### E. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for studies or designs for the preparation thereof, nor to contract for the article or services. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the government to the expenditure of funds in connection with this procurement.

### F. Reference Material

The Policy and Requirements Handbook can be downloaded from the Job Corps web site at <http://wdsc.doleta.gov/jobcorps/>. Copies of the Job Corps regulations and 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

## L.6 SUBMISSION OF PROPOSALS

### A. General

The government will use a two-step process for submission of proposals. Initial proposals will be submitted in written format, as described below. In accordance with FAR 52.215-1, award may be made on the basis of initial proposals.

In the event that the government determines that discussions with offerors are necessary, a competitive range will be established. Offerors determined to be within the competitive range will be required to make an oral presentation, as described in Section L.5.C, below.

#### Initial Proposal Submission

Proposals submitted in response to this RFP shall include a transmittal letter and the sections listed below. The transmittal letter shall identify the solicitation number, the name of the firm submitting the proposal, the proposal sections and any other materials that are attached.

PART	C. SECTION	FORMAT	PAGE LIMIT	Copies
1	Technical Proposal	Written	40	6
2	Staff Resources Proposal	Written	10	4
3	Past Performance and Experience	Written	5	4
4	Cost Justification –Business Management Proposal	Written	No Limit	4
5	Transition/Phase-out	Written	No Limit	2

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

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

- a. Page Size: 8 ½ x 11” with at least 1” margins on all sides
- b. Type Size: 12 pitch or larger
- c. Page Numbering: Pages consecutively numbered within each section
- d. Page Count: Title pages, tables of contents, and section dividers not included in count
- e. Format: Two-column format is allowable

**Offerors are required to provide ETA form 2110(s), and the Staff Resources Forms attachment (J-6) on a 3/4” diskette or CD-ROM, in a format compatible with Word 2000, or earlier version.**

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

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

**A. Specific Instructions – Step One: Initial Proposal**

**1. Technical Proposal**

The Technical Proposal shall:

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

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

The Technical Proposal shall consist of responses to the following specific questions only. . (The offeror is not expected to respond to all of the requirements delineated in the Statement Of Work, Section C.) The responses shall demonstrate the offeror’s understanding of the work and how the offeror’s approach will meet the required outcomes and quality indicators specified in the PRH. The questions and responses shall be presented in the order shown below.

**a. Outreach / Admissions ( applicable  not applicable)**

1) Outreach:

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

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

2) Admissions Program Design:

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

- a) How will you organize and deploy resources to ensure effective coverage of the geographic area covered by the contract?
- b) What methods and procedures will you use to ensure applicant eligibility and suitability / readiness for program participation?
- c) What methods will you use to prepare applicants for successful enrollment?
- d) How will you introduce and make use of the PCDP in the admissions process?
- e) What methods will you use to ensure applicant commitment to and retention in Job Corps?
- f) What systems and procedures will you use to ensure achievement of arrival goals?

**b. Career Transition Period ( applicable  not applicable)**

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

- 1) How will you organize and deploy resources to ensure effective coverage of the geographic area covered by the contract?

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

## **2. Staff Resources Proposal**

### **a. Content:**

The Staff Resources Proposal shall consist of the following:

- 1) A detailed organization chart that shows all staff working on the project. Include any subcontracted staff.
- 2) Position descriptions for each type of position to be employed on the contract.
- 3) Resume of proposed Project Director. The resume shall include information on the nominee's educational and training accomplishments as well as past work and other relevant experience, including any special accomplishments and skills. The Government reserves the right, to require offeror certification as to the availability of the designated Project Director. Failure to do so, or information received contrary to the certification, will be reflected in the final evaluation.
- 4) A narrative detailing what efforts the contractor will make to develop, retain and reward staff. Include what specific incentives will be provided and how these may be earned. In addition, include what specific positions will be eligible for an incentive payment, timetable for such payment, and whether or not such payments will be charged to this contract.

### **b. Format:**

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

### **3. Past Performance and Experience**

#### **a. Definitions**

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

- (1) New Firms: an organization that has not operated a Job Corps Outreach/Admissions or Career Transition Services (Placement) contract as the prime contractor within the past three (3) years. New firms include, but are not limited to, 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 OA/CTS Contractor: an organization that currently holds one or more prime contracts for Job Corps Outreach/Admissions or Career Transition Services or has held such a contract 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 that 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 problems encountered and corrective actions taken on contracts within the past 3 years.
- (3) New Firms: For purposes of this solicitation, new firms as defined above, should submit the information described below, regarding work performed by the current organization, its key personnel, as a subcontractor, or as part of a team or joint venture.
  - (a) 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/Transferable Skills Matrix (See Section J). The matrix should be prepared in such a manner as to allow for the

matching and evaluation of the relevant and transferable skills identified on the offeror's list of contracts (see B1 above).

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

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

Costs shall be mentioned only in the BMP and Transition/Phase-out proposals and nowhere else. **The offeror's cost justification shall consist of the following and in the order stated.**

(Sample forms and attachments are shown in Section J.)

In addition to the written cost justification, offerors **MUST** provide the following on 3.5" floppy disk using or CD EXCEL 2000 or earlier version: Form 2110, Staffing Chart & Salary Table, and section G.

##### a. Content

##### 1. Business Management Data

- (a) A completed Standard Form 33, Solicitation, Offer and Award
- (b) All Representations and Certifications required in Section K of this RFP
- (c) Certificate of Current Cost or Pricing Data
- (d) Statement of Financial Capability (ETA 8554)
- (e) A copy of the offeror's Indirect Cost Negotiation Agreement from the cognizant federal agency.
- (f) An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an independent, certified or duly licensed public accountant.
- (g) Explanation of corporate services to support General & Administrative expense.

##### 2. Staff Salary Structure and Compensation Plan

- (a) Total Compensation Plan

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

Offerors shall justify proposed salary levels using prevailing pay rate data from the local labor market.

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

(b) Staff Salary Structure

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

(c) Staffing Chart

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

3. Cost and Price Analysis Summary)

4. Narrative Cost Detail

- (a) An ETA 2110 OA/CTS Financial Display by Year, which shall be used as a recapitulation sheet for the ETA 2110 OA/CTS for two base years and three option years.
- (b) A narrative justification for each line item of the ETA 2110 OA/CTS for each of the two base years. Include all explanatory narratives and calculations showing how costs are determined.

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

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

Under those ETA 2110 line items relating to staff costs, show your computations in the following vertical columns: (1) position title; (2) number of positions in

terms of full-time equivalents (FTEs); (3) range of annual salaries/wages for the position title; (4) average direct annual salary/wages on a per FTE basis (5) average benefits and other indirect employee compensation costs on a per FTE basis; (6) total employee compensation cost to the contract for each position title, which should equal col 2 x col 4 + col 2 x col 5.

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

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

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

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

#### 5. Option Extension Information

The Business Management Proposal shall include estimated costs, including G&A, overhead and fixed fee for three 1-year extensions of this contract. The Government shall have the unilateral right to exercise options to extend the contract for additional year(s) pursuant to 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 OA/CTS. The contractor understands that the estimated costs for operating the Job Corps outreach/admissions and career transition services program in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts proposed in the Option Years are therefore considered provisional. For the purposes of this RFP, the inflationary rate used in projecting costs shall be 2.1 %.

6. The offeror shall complete the following items in Section G of the RFP and provided the information on diskette or CD.

- G.1 A-Estimated Cost, and Fixed Fee, the table
- G.1 C1- Payment and Payment Due Date, the table; and ceiling rate
- G.4 – 52.217 – Option to Extend the Term of the Contract (MAR 200), the table; and
- G.6 – Liquidated Damages for Placements found to be invalid.

## **5. Transition/Phase-out Proposal**

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

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

The offeror will be required to take over complete operation of the program with the start of performance under the resultant contract. The transition period begins no less than 30 days prior to that date and will be negotiated as a separate statement of work. Accordingly, the offeror should submit a separate proposal outlining in detail their transition plan. Included will be the period of time required for each action, staff requirements, and major steps to be accomplished during the transition period. It is the intent of the Government to have an orderly operation during the last 30 days of the incumbent's contract (see FAR Clause 52.237-3, Continuity of Service). Therefore, the incumbent contractor will be allowed only the normal costs of operating the program for the final month of the contract. The incumbent's administrative activities required to orient the incoming contractor will be an allowable direct cost. It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities as inventory comparison checks with the new contractor and final billings comparison checks with the new contractor and final billings after contract expiration. The allowable cost for Phase-Out will be limited to unused and unpaid leave for which cost accrual has not been made and if applicable, severance pay and relocation in accordance with personnel policies approved for this contract by the Contracting Officer and any other costs determined to be reasonable by the Contracting Officer.

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

- C. Specific Instructions – Step 2: Oral Presentation: (limited to those offerors determined to be within the competitive range)

Only those offerors determined to be within the competitive range will be requested to make an oral presentation as part of the oral discussion process and in accordance with the procedures detailed below. The anticipated dates for oral presentations/discussions to begin

will be **July 30, 2003**. Offerors within the competitive range will be notified no later than 3 weeks prior to the dates scheduled for oral presentations.

The oral presentation shall be used by the Government in its evaluation and selection of the awardees. The oral presentation shall be in the form of a briefing to explain, in detail, the offeror's management capability and understanding of the work. No price information shall be included in the oral presentation.

The oral presentation shall be held as part of oral discussions with the offeror. The Contracting Officer or designated panel members may ask questions or raise concerns for discussion following the presentation.

Evaluation criteria are shown in Section M.

### 1) Content

The oral proposal shall consist of responses to the following questions only. The questions shall be addressed in the order shown below.

#### Management Capability and Understanding of the Work:

- a) What challenges do you anticipate for the operation of the contract and why do you believe they will be effective?
- b) What strategies do you propose to address those challenges? Why do you believe they will be effective?
- c) What kinds services and resources does your corporation offer in support of this contract?
- d) What aspects of your proposal or your corporation do you feel would make your efforts particularly effective in providing quality services under this contract?

### 2) Format

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

#### a) Form of Presentation

Offerors must make their presentation to the Government in person. Submissions of videotape or other forms of media will not be accepted in lieu of the oral presentation. Equipment available for the presentation, furnished by the Government, will be an overhead projector, TV monitor and VCR and may be provided upon written request. **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 **Kwame Ingram** for an appointment at **(404) 562-2372**. The room will be available for equipment setup one (1) hour prior to the presentation.

b) Scheduling

Once the Contracting Officer has set the competitive range, each offeror within the range will be provided a date, time and location for their oral discussions which shall include the oral presentation to be given to the Government. The order in which offerors will make their presentations will be determined by drawing of lots. Once notified, the offeror must make its presentation at the required date and time. Requests to be rescheduled will not be entertained unless exigencies make the attendance of the offeror virtually impossible. The Government retains the sole right to reschedule oral discussions and presentations. The anticipated date for oral discussions/presentations to begin is **July 30, 2003**.

c) Offeror's Presentation Team

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

d) Time Allowed

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

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

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

e) Oral Discussions

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

Following discussions regarding the oral presentation, the government will discuss its concerns regarding the offeror's initial proposal submission. At that time, the

offeror will be provided with a written list of concerns and a specified period of time during which to prepare and submit a written Final Proposal Revision addressing the government's concerns.

f) Documentation of Oral Presentation

The offerors must present a listing of the names, firms and position titles of all presenters at the time of the presentation. At the beginning of the presentation Offerors must furnish 6 copies of any material presented visually at the oral presentation (transparencies or visual equivalent, must be presented on plain paper). Visuals used may include only content covered in the oral presentation, and shall not be used as a method of providing additional written content not addressed orally. These **will not be returned to the offeror**. The Government will videotape the presentation and use these recordings during evaluation of the oral presentation. The offerors may not record their own presentations. Any recording of an offeror made by the Government will be furnished to that offeror, as soon as possible, following the presentation. Recordings will be disposed of in the manner of the remainder of the proposal. Written materials will be destroyed by the Regional office or retained as appropriate.

## SECTION M. EVALUATION FACTORS FOR AWARD

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

#### A. Procurement Review Panel

Proposals shall be reviewed by a panel of specialists. Each panelist shall 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

Step 1: Initial Submissions:

All initial submissions except for the Transition Proposal will be evaluated based on the following points:

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

Oral Presentation:

Oral presentations delivered by offerors determined to be in the competitive range will be evaluated based on the following points:

<b>Step 2: Section</b>	<b>Points Possible</b>
Management Approach	20
<b>Maximum Possible Points (Steps 1 and 2)</b>	<b>120</b>

#### C. Evaluation Criteria

**1. Technical Proposal and Oral Presentation:**

a. Criteria

Each Technical Proposal and Oral Presentation shall be evaluated against the criteria detailed below.

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

(b) Weights

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

<b><u>Maximum Points Grid</u></b>	<b>Clear, Concrete, Consistent with Mission, Policies and Case Management</b>	<b>Tailored to Local Conditions</b>	<b>Effective to meet performance outcomes and quality indicators</b>	<b>Totals</b>
<b>Outreach/ Admissions</b>	15	15	15	45
<b>Career Transition Services</b>	0	0	0	0
<b>Total:</b>	15	15	15	<b>45</b>

**STEP 2: ORAL PRESENTATION**  
**(for offerors in the competitive range only)**

<b><u>Maximum Points</u></b> <b><u>Grid</u></b>	<b>Clear, Concrete, Consistent with Mission, Policies and Case Management</b>	<b>Tailored to Local Needs</b>	<b>Effective to meet performance outcomes and quality indicators</b>	<b>Total</b>
<b>Management Approach</b>	<b>7</b>	<b>7</b>	<b>6</b>	<b>20</b>

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

a. Criteria

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

- the level and adequacy of staffing proposed to deliver the program
- the qualifications proposed in relation to the duties described in the offeror's position descriptions
- the credentials, experience and accomplishments of the proposed Project Director
- the Project Director candidate's demonstrated level of commitment to work on the contract,
- the appropriateness and adequacy of the staff development, retention and incentive plan.

b. Weights

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

<b>Criteria</b>	<b>Maximum Points</b>
Level & adequacy of staffing	5
Staff qualifications	5
Project Director's credentials	3
Project Director's commitment	2
Staff development, retention & incentive plan	5
<b>Total Possible Points</b>	<b>20</b>

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

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

a. New Firms:

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.

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

Criteria:	Relevant Experience	Past Effectiveness
Possible Points:	Maximum: 15 Minimum: 6	Maximum: 10 Minimum: 4
Source:	Relevant/Transferable Experience Matrix	Past Experience Confirmation Questionnaire

A firm without a record of relevant past experience shall receive a neutral rating of 10 points.

b. New Firms: (Job Corps Center Operators)

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

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's references identified in this section will assist in collecting this information. References other than those identified by the offeror, may be used by the Government. All such information may be used in the evaluations of the offeror's past performance.

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

Criteria:	Relevant Experience	Past Effectiveness
Possible Points:	Maximum: 15 Minimum: 6	Maximum: 10 Minimum: 4
Source:	Relevant/Transferrable Experience Matrix, Automated Center Score	Past Experience Confirmation Questionnaire, Contractor Past Experience Report

c. Past Effectiveness of Experienced Job Corps Outreach/Admissions and Career Transition Services operators.

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

Criteria:	Past Performance	Effectiveness
Possible Points:	Maximum: 20 Minimum: 0	Maximum: 5 Minimum: 0
Source:	Automated Past Effectiveness Report	Contractor Past Effectiveness Reports, Contractor's Submission

The Past Effectiveness rating for an experienced Job Corps OA/CTS 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 OA/CTS contractor will receive an automated past effectiveness score. Contracts encompassing only OA or only Career Transition Services will receive points only for those functions. Contracts which include OA&CTS will receive points based on the combined functions. The OA/CTS 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 OA/CTS being procured, the offeror will be evaluated using the weighted incumbent score.

For example, if contract A is being procured and the incumbent contractor is XYZ Corp. To determine XYZ's past effectiveness score for that contract, the number shown in the Incumbent Rating column of the OA/CTS 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, and the information submitted by the contractor.

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

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

The Cost Justification evaluation is a technical assessment of whether the costs proposed are fair and reasonable. In evaluating the Cost Justification, the government 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 evaluation will include an analysis of the specific elements of the offeror's cost proposal to determine whether proposed cost elements:

- ❑ Reflect a clear understanding of contract requirements;
- ❑ Are realistic for the work to be performed;
- ❑ Are consistent with the methods of performance and materials described in the offeror's technical proposal;
- ❑ Assure a reasonable and prudent expenditure of Federal funds in the performance of this contract.

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

In evaluating the Cost Proposal, the Government shall 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, shall become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate.

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

The Government shall evaluate the Total Compensation plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It shall include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed shall be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits). Therefore, the cost justification evaluation category shall 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 shall be evaluated on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent employees. Offerors are cautioned that instances of lowered compensation for essentially the same work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the complexity of the requirements.
- (2) Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the job categories so as to impair the contractor's ability to recruit and retain competent employees may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required shall be used in evaluation of the offeror's understanding of the contract requirements.
- (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 shall also be made.

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

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

Transition proposals shall be evaluated to determine the following:

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

## M.2 SUPPLEMENTAL INFORMATION

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

### A. Notice on Key Personnel

Offerors shall list all proposed key personnel and shall indicate whether these persons are currently being proposed as key personnel for any other projects. Offerors who are bidding on more than one contract may propose a single individual for positions on both contracts. This simultaneous bidding of key personnel shall not be considered negatively in the evaluation of proposals. However, offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process.

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

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 judgment matter for determination by the Contracting Officer.

### C. Discussions – Oral Presentations - Final Proposal Revisions

Discussions will be held with all offerors who submit/present proposals determined to be within the competitive range. However, in some instances, award may be made on the basis of initial proposals received (FAR 52.215-1). If discussions are conducted, offeror shall be required to make an oral presentation and shall be given an opportunity to submit such costs, technical, or other revisions in their proposals as may result from the discussions. All such offerors shall be informed in writing of the closing of negotiations and the common due date for receipt of final proposal revisions. Technical revisions will be in writing as a response to the Government's written concerns. The Final Proposal Revision shall be limited to responses to the government's concerns. The Cost Justification proposal shall be revised to the extent necessary to reflect all cost-related changes. In the event that an offeror's Final Proposal Revision does not fully substantiate costs or explain noted cost inconsistencies, the proposal score may be downgraded.

### D. Selection for Award

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

### E. Calculation and Evaluation of Cost

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

- a. Base two-year costs
- b. Option year costs
- c. Total Costs
- d. Transition costs
- e. Phase-out costs
- f. Price Evaluation Adjustments: For full and open competitive procurements, the contracting Officer will evaluate offers by making the following adjustments:
  - a. Small Disadvantaged Businesses: adding a factor of 10 percent (10%) to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment.

- b. HUB Zone Businesses: adding a factor of 10 percent (10%) to the price of all offers except:
  - i. Offers from HUB Zone small business concerns that have not waived the evaluation preference, and
  - ii. Otherwise successful offers from small business concerns.
- c. A concern that is both a HUB Zone small business concern and a small disadvantaged business concern will receive the benefit of both the HUB Zone 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.

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

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

- (2) After a cost analysis of each Business Management Proposal for the base period (i.e., the base two-year period for the operation of Outreach and Admissions), the options, and the total cost, a further evaluation shall be performed to determine the reasonableness of cost presented in the Phase-Out Proposal and/or the Transition Proposal. The incumbent shall not incur a transition cost, and the phase-out cost shall 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 does not overstate phase-out costs, as they shall 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 shall be made in accordance with FAR 17.207(c).

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

The Contracting Officer shall make a determination of responsibility in accordance with FAR 9.105-2. Should a determination of non-responsibility be made, the offeror shall be dropped from consideration for contract award regardless of technical scores and cost. In the case of a

small business concern, the matter shall be referred to the Small Business Administration pursuant to FAR 19.6. Factors considered in determining responsibility include:

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

#### **M.4 EVALUATION OF OPTIONS (JULY 1990)**

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