

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1 OF 126
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2. CONTRACT NO.	3. SOLICITATION NO. AE92901000	4. TYPE OF SOLICITATION G SEALED BID (IFB) X NEGOTIATED (RFP)	5. DATE ISSUED 3/30/01	6. REQUISITION/PURCHASE NO.
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7. ISSUED BY U.S. Department of Labor OFFICE OF JOB CORPS 201 Varick Street, room 897 New York, New York 10014	CODE	8. ADDRESS OFFER TO (If other than Item 7) Same as Block 7
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located at 201 Varick Street Room 897 New York, New York 10014 until 12:00 p.m [NOON] local time on June 1, 2001.
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Joseph Semansky, Contracting Officer & RD	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 212-337-2282
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11. TABLE OF CONTENTS

(T)	SEC.	DESCRIPTION	PAGE(S)	(T)	SEC.	DESCRIPTION	PAGE(S)
PART I — THE SCHEDULE				PART II — CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	3	X	I	CONTRACT CLAUSES	6
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III — LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	19	X	J	LIST OF ATTACHMENTS	27
X	D	PACKAGING AND MARKING	1	PART IV — REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	2	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	15
X	F	DELIVERIES OR PERFORMANCE	2				
X	G	CONTRACT ADMINISTRATION DATA	10	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	19
X	H	SPECIAL CONTRACT REQUIREMENTS	11	X	M	EVALUATION FACTORS FOR AWARD	10

OFFER (Must be fully completed by offeror)

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

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

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

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

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

Page A-1 is a Standard Form 33 (Rev. 4-85)

**** Offerors **MUST** include annotation of proposed costs on forms **2110** within their Business Management proposal. A 2110 on a 3.5" floppy disk utilizing QuatroPro version 8 or lower **MUST** be submitted as well. Offerors are also required to submit Cost Proposals, Staffing Table, and Salary Table, using 2110 format, on 3-1/2" floppy disk using QuatroPro version 8 or lower.

TABLE OF CONTENTS

PART I: THE SCHEDULE

A.	Solicitation and Contract Form	A-1
B.	Supplies or Services and Prices or Costs	B-1
C.	Statement of Work	C-1
D.	Packaging and Marking (Not Required)	D-1
E.	Inspection and Acceptance	E-1
F.	Deliveries or Performance	F-1
G.	Contract Administration Data	G-1
H.	Special Contract Requirements	H-1

PART II: CONTRACT CLAUSES

I.	Contract Clauses	I-1
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PART III: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.	List of Attachments	J-1
----	---------------------------	-----

PART IV: REPRESENTATIONS AND INSTRUCTIONS

K.	Representations, Certifications, and Other Statements of Offerors or Quoters	K-1
L.	Instructions, Conditions and Notices to Offerors or Respondents	L-1
M.	Evaluation Factors for Award	M-1

SECTION B. SUPPLIES OR SERVICES AND PRICES OR COSTS

The continued operation of the NEW YORK CITY JOB CORPS CENTERS [SOUTH BRONX CENTER & BROOKLYN ACADEMY] located in NEW YORK CITY.

The contractor will provide education, vocational training, social skills, employability training, Career Development Services, and related support services as follows:

SOUTH BRONX JOB CORPS CENTER

275 STUDENTS [MALE 135/ FEMALE 140]

BROOKLYN JOB CORPS ACADEMY

210 STUDENTS [MALE 105/ FEMALE 105]

TOTAL STUDENTS: 485

SECTION C. STATEMENT OF WORK

C.1 GENERAL

A. Background

Job Corps is a national residential training and employment program administered by the Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is Title I, Chapter 6, Subtitle C, of the Workforce Investment Act of 1998.

Job Corps provides educational and occupational skills training and support services. The unique combination of services provided in the Job Corps is intended to better prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

B. Objective

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

1. Provide training in academic, vocational and life skills leading to employability and independence.
2. Provide health care, counseling and other support services on an individualized needs basis that support career development and employment retention.
3. Conduct program operations in a setting that is clean, well maintained, and safe.
4. Provide a comprehensive support services system, after graduation, to obtain and retain employment, additional education or training, or entry into the Armed Forces.

5. Integrate center operations into the local workforce development systems, employers and the business community.

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

C. Center Design

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

- 3. South Bronx JCC: 275 Students (Male Non Residential-35, Female Non Residential 40, Male Residential 100, Female Residential 100).
- 4. Brooklyn Job Corps Academy: 210 Students (Male Non Residential 105 and Female Non Residential 105).

Category	Number
Residential Male Students: [South Bronx 100/Bklyn 0]	100
Residential Female Students [South Bronx 100/Bklyn. 0]	100
<i>Subtotal Residential Students</i>	200
Nonresidential Male Students [South Bronx.35/Bklyn.105]	140
Nonresidential Female Students [S. Bronx. 40/Bklyn. 105]	145
<i>Subtotal Nonresidential Students</i>	285
Total Average On-Board Strength	485

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

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

1. Transportation costs for training days and recreational activities will be paid from the center's budget.
2. Nonresidential students will be provided with a locker, lock, and nonresidential student's lounge.
3. Lunch will be provided for all training days.
4. Provisions for breakfast will be made on all training days.
5. Restriction to center will not be used as a penalty for nonresidential students.
6. Supper and weekend meals will be provided if the student wishes to remain on center. Transportation at additional cost to the center is not mandatory when students stay for supper and weekend meals.
7. Nonresidential students will be considered to be in the performance of duty as Federal employees from the time they physically arrive at any scheduled center activity or program until they leave such activity or program.
8. Nonresidential students will receive all benefits residential students receive, except as noted herein.

D. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program requirements in one document and is hereby incorporated into this contract by reference. The total Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 638. The contractor will follow the PRH, the Regulations, and all other requirements established in this contract.

E. Vocational Offerings by National Training Contractors (NTCs)

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

C.2 SITE

The **NEW YORK CITY JOB CORP CENTERS** are located in **the CITY of NEW YORK**, Counties of **BRONX & KINGS**, State of **NEW YORK**. There is one building for each center.

The South Bronx building includes: the typical dorms, cafeteria, classrooms, and child development center.

The Brooklyn building includes: cafeteria & classrooms.

C.3 PROGRAM CONTENT

A. Outreach and Admissions (Applicable for Brooklyn Only)

The contractor will provide an innovative approach to the outreach and admissions process whereby prospective students will begin setting goals for their career development.

1. Outreach Support Activities apply to both the South Bronx & Brooklyn.

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

- a. Accurately project arrival needs and issue arrival orders in accordance with Regional Office policy.
- b. Ensure that the application folder, when received at the center, is complete and contains all required documentation. The center shall contact the admission counselors (ACs) to obtain missing or incomplete documentation.

- c. Schedule timely assignment of youth referred by ACs to the first available opening on center to ensure the center is maintained at capacity.
- d. Contact assigned applicants to answer questions and welcome applicant prior to departure.
- e. Provide timely travel authorization and arrival information to ACs and other appropriate parties as required.
- f. Establish an Industry Advisory Council to provide guidance to the center's training program to ensure its relevance and responsiveness to local labor market needs.

B. Career Preparation Period

The contractor will provide a comprehensive 60 day program for new arrivals designed to facilitate successful participation in the Job Corps program by assisting each student to:

- Acclimate to center life
- Set realistic career goals
- Acquire basic skills that will enhance job readiness and job search competence

At a minimum, the training program will consist of:

1. Introduction to Center Life: The program will welcome students, inform them about center rules and procedures and assist them in making a successful transition to center life. The contractor will assess student needs and interests so that appropriate services can be provided on an individualized basis.

2. Career Planing: The program will provide students with career exploration experiences and relevant information on career fields and vocations that offer opportunities for job placement, assist them in choosing vocational training programs suited to their interests and capabilities, and assist them in preparing Personal Career Development Plans.

3. Career Skills: The program will introduce new students to fundamental job search and workplace skills that they will be expected to acquire to be successful in the workplace, including employability/social skills and use of information technology.

C. Career Development Period (Student Training)

The contractor will provide a comprehensive Career Development Program which integrates academic, occupational and employability/social skills to achieve the following objective:

While enrolled in Job Corps, students will:

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

At a minimum, the training program will consist of:

1. **Administration of Training Programs:** The contractor will develop administrative processes to ensure efficient and effective delivery of training to students. Specific requirements for a delivery system are outlined in PRH, 2.1.
2. **Curriculum Standards:** The contractor will establish standards for curriculum design, development and implementation. Requirements for program content and structure are contained in PRH, 2.2 and Regional and National Office directives.
- *** 3. **Test of Adult Basic Education (TABE):** The contractor will ensure that the TABE is scheduled, administered, and recorded in conformity with required procedures in PRH, 2.4 and Appendix 201.
- ***4.. **Employability Skills Training:** The contractor will ensure that the practice of skills that make students employable is fully integrated into all aspects of training and that students acquire the skills, knowledge, and attitudes that will

make them assets to employers. Specific skills and knowledge which must be incorporated into all training activities are outlined in PRH, 2.5.

- ***5. **Social Skills Training:** The contractor will conduct a social skills training program which provides students with opportunities to learn and practice socially acceptable behaviors and skills which will enable them to function successfully in the workplace and community. Requirements for program structure and content are found in PRH, 2.6.

- ***6.. **Diversity Training:** The contractor will develop a program designed to increase understanding among members of the various ethnic, racial, and religious groups and which prepares students to live and work in a diverse society. Requirements for program structure and content are found in PRH, 2.7.

- *** 7. **Evaluation of Student Progress:** The contractor will provide a system for periodically evaluating student progress and assisting students in setting short and long range career goals. Required program content and a schedule for progress evaluations are found in PRH, 2.9.

- ***8 **Reading:** The contractor will develop and administer a reading program which provides students with the skills needed for employment in their chosen occupations and assists them to function independently in society. Instruction is required for each of the reading competencies listed in PRH, 2.10.

- *** 9. **Mathematics:** The contractor will develop and administer a mathematics program which provides students with the skills needed for employment in their chosen occupations. Instruction is required for each of the mathematics competencies listed in PRH, 2.11.

- *** 10. **GED Certificate/High School Diploma:** The contractor will provide students with the skills and knowledge necessary to pass the examination for the General Educational Development Certificate (GED) or to obtain their High School Diploma (HSD). The contractor will make every possible effort to assure that students attain their GED or HSD. Specific requirements for the GED/HSD program are found in PRH, 2.12.

- *** 11. **Work Place Communications:** The contractor will provide instruction and practical experiences which prepare students to communicate effectively in

the workplace. Instruction is required for each of the competencies listed in PRH, 2.13.

- *** 12. **Wellness:** The contractor will provide instruction to students on practices which lead to physical and mental health and which enhance employability. Instruction is required for each of the subjects listed in PRH, 2.14.
- 13. **Driver Education:** The contractor will provide driver education training to all students who do not already possess driver’s licenses. Students will be provided the skills and knowledge necessary to pass the State examination and will be given the opportunity to acquire a driver’s license while enrolled. Specific requirements for driver education are contained in PRH, 2.15.
- *** 14. **English as a Second Language (ESL) is applicable for South Bronx ONLY:** If applicable, the contractor will provide students with limited English proficiency the opportunity to develop English language and acculturation skills. Specific requirements for ESL are contained in PRH, 2.16.

*** **Note: Items 3-12 & 14 above are provided under agreement with the New York City Board of Education**

- 15. **Vocational Training:** The contractor will provide individualized competency-based vocational training for students. Training will provide students with the skills required for entry level employment in specific occupations approved by the Department of Labor. Specific requirements for occupational training are listed in PRH, 2.17.

The following vocational programs will be offered at the centers:

SOUTH BRONX JOB CORPS ACADEMY:

Vocational Offerings	Training Slots	
	On Center	Off Center
Accounting	24	

Vocational Offerings	Training Slots	
	On Center	Off Center
Network Cabling/Cisco Systems [AT]	24	
Culinary Arts	20	
Pharmacy Technician	30	
NY State Security Officer	20	
Business Technology/Information Technology	48	
Facilities Maintenance - BAM* (HBI)	24	
Marist College	10	
City University of New York (ACT Program)	20	

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

Vocational Training Program	Training Slots
Network Cabling/Cisco Systems	24
Facilities Maintenance - BAM* (HBI)	24
TOTAL	48

* Training provided by National Training Contractors

BROOKLYN JOB CORPS ACADEMY:

Vocational Offerings	Training Slots	
	On Center	Off Center
Medical Office Technology	24	
Information Technology	24	
A+ /MCSE [AT]	24	
Desktop Publishing & Web Design	24	
NY State Security Officer	20	
Culinary Arts	20	
City University of New York (ACT Program)	30	

There are no vocational training programs that qualify for VST funding at the \$750 per training slot per year at this location.

16. **Work-Based Learning:** The contractor will incorporate work-based learning as a Primary instructional method of training. Students will be provided opportunities to learn about career opportunities and employer expectations, and to learn about and apply new occupational skills in actual work places and on real work projects. Specific requirements regarding training methods and procedures are found in PRH, 2.18.

17. **Vocational Skills Training (VST):** The contractor will provide training to students in the eligible trades through work on actual construction or manufacturing projects. Projects accomplished through the VST program will provide students with quality training in a wide range of required skills. Policies and procedures for implementing a VST program are found in PRH, 2.19.

18. Advanced Vocational Training (is applicable to both centers in this contract):

The contractor will provide advanced vocational training through enrollment in post-secondary institutions to students who demonstrate the potential to successfully participate in higher education. The program will meet all the requirements of PRH, 2.20.

D. Social Development Support

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

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

At a minimum, the program will consist of:

1. Residential Living: The contractor will provide a safe, secure, clean, and attractive living environment where staff model and reinforce social and employability skills and where students can learn and practice independent and community living skills. Requirements for residential living procedures and systems are listed in PRH, 3.1.

2. Counseling: The contractor will provide students with a personal and career counseling program which assesses individual needs and delivers services to meet those needs. Counseling services will be performed in accordance with the requirements of PRH, 3.2.

3. Recreation and Leisure Time: The contractor will provide students a comprehensive program of recreational activities and events which promotes productive and socially acceptable use of leisure time. Activities will be provided that build self-esteem and enhance the Job Corps experience by providing opportunities for **all** students to participate in enjoyable and safe activities. The program will meet all the requirements of PRH, 3.3.

4. Student Government and Leadership: The contractor will develop and support a program which enables students to learn and practice skills in leadership, citizenship, and self-government. The program will include a student benefit fund, to be managed by student government with the assistance of center staff. Requirements for program content and structure are contained in PRH, 3.4.

5. Behavior Management: The contractor will develop a behavior management system which promotes high standards of student conduct through the application of incentives and sanctions. The contractor will maintain an environment that is free from drugs and violence. Students will be provided with opportunities for due process in disciplinary

proceedings. Rules and procedures for behavior management are provided in PRH, 3.5.

E. Student Administrative Support

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

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

At a minimum, the program will consist of:

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

7. Food Service: The contractor will provide students with well-balanced, nutritious meals in a dining environment which is clean, sanitary, attractive and pleasant. Food service program requirements are described in PRH, 4.7.

8. Student Civil Rights, Non-discrimination, and Legal Services: The contractor will implement procedures that protect students' civil rights and promote an environment free from discrimination and harassment. Required processes for preventing and resolving student complaints are listed in PRH, 4.8.

9. Other Student Services: The contractor will ensure that students receive the basic support services included in PRH, 4.9. The contractor will provide students with opportunities to vote and attend religious services if they so choose.

F. Health Services

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

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

At a minimum, the program will consist of:

1. Delivery of Services: The contractor will deliver a program of routine medical, dental and mental health services which includes components detailed in PRH, 5.1.

2. Related Health Programs: The contractor will provide health-related programs which assist students in making healthful choices and which demonstrate acceptable work place behavior. Health-related programs will include prevention and intervention services and short-term treatment as described in PRH, 5.2.

3. Health Administration: The contractor will implement procedures which ensure that quality routine health services are delivered in a professionally caring and cost-effective environment and which meet the specific requirements of PRH, 5.3.

G. Child Development Programs

At a minimum, the program will consist of:

1. **Child Care Arrangements:** The contractor will assist Job Corps students to arrange suitable child care for their dependent children while they are enrolled in Job Corps as described in PRH, 6.1.

2. **On Center Child Care Program is not required:** Child Development services are provided on center by the New York City Board of Education in accordance with the following requirements: a.

Funding of Child Development Program: The Child Development Center will be operated at minimal cost to Job Corps, except for facility and other costs as described in PRH, 6.2 and Exhibit 6-2.

b. **Administration of On-Center Child Development Program:** The contractor will ensure that the on-site CDC provides quality child development activities in a safe and secure environment, in accordance with the requirements in PRH, 6.3.

c. **Child Development Center Staffing:** The contractor will ensure that the operator of the on-site CDC hires only professionally qualified staff. Specific guidelines concerning staff qualifications and training of such staff are found in PRH, 6.4, and Exhibit 6-3.

d. **Program and Developmental Care:** The contractor will ensure that the operator of the on-site CDC provides activities and services which meet the requirements of PRH, 6.5 and Exhibit 6-4.

e. **Parent Involvement:** The contractor will implement procedures to ensure that parents are fully informed and involved in the care and development of their children. The procedures will include, at a minimum, those found in PRH, 6.6.

H. Career Transition Services

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

CEquipping them with job search skills and knowledge of the labor market.

CProviding them with access to services that support successful transition.

CIdentifying and making referral to suitable employment or educational opportunities.

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

At a minimum, the program will consist of:

1. On-Center Career Transition Services (applies to both centers):

As outlined in PRH, 7.1, the contractor will:

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

**2. Post-Center Career Transition Services (CTS):
(is applicable to this contract):**

The contractor will provide or arrange for post-center career development services for all eligible students: enrolled at the **New York City Job Corps Centers**.

For purposes of this procurement the contractor should anticipate an annual assignee post-center services pool of:

Graduates:

SOUTH BRONX	257
BROOKLYN	<u>197</u>
Total Graduates	454

Former Enrollees:

South Bronx	107
Brooklyn	<u>82</u>
Total Former Enrollees	189

Grand Assignee Total: 643

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

a. Post-Center Services Eligibility: The contractor will provide post-center career transition services to eligible students, or will arrange to transfer responsibility if the student relocates outside of the service area. Service will be provided throughout the service period prescribed by PRH, 7.2. The contractor will provide to individuals who are eligible for post-center assistance all the required services described in PRH, 7.3 and 7.4.

Post-Center Services for Graduates: The contractor will maintain contact with separated graduates, provide assessments, conduct placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout the service period to ensure that the graduate remains connected to the labor market following separation for one year, as prescribed by PRH 7.3.

c. Post-Center Services for Former enrollees: The contractor will maintain contact with eligible separated former enrollees during the service period to identify job leads and provide referrals, as specified in PRH 7.4.

d. Center Transition Record keeping, Reporting, and Verification: The contractor will establish a uniform system for documenting, verifying and reporting Career Transition Services, using the criteria in PRH, 7.5.

I. Administration And Management

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

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

At a minimum, the program will consist of:

1. Program Management: The contractor will establish systems which ensure achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 8.1.

2. Personnel: The contractor will recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 8.2 and Exhibit 8-3. The contractor will develop and implement policies which promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.

3. Staff Training: The contractor will provide training opportunities which ensure that staff possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 8.3 and Exhibit 8-4.

4. Community Relationships and Public Education: The contractor will establish a community relations program in accordance with PRH, 8.4. The program will promote positive public awareness about the Job Corps program and will ensure that the center is an active partner within the local community and with the State's workforce investment system. To this end, the contractor will develop a State Coordination and Special Services Plan that describes how the center will be integrated with State workforce investment efforts and goals at the local level.

5. Personal Safety and Security: The contractor will develop and implement procedures to ensure that students feel safe and secure on center and that their rights to privacy are protected. Rules for protection of students, staff and property are outlined in PRH, 8.5.

6. Management and Reporting of Significant Incidents: The contractor will develop and implement procedures to prevent, resolve and report significant incidents in order to reduce negative impact on students, the community, and the Job Corps program. Guidelines for reporting and managing significant incidents are found in PRH, 8.6.

7. Procurement and Property Management: The center shall establish systems to procure property, services, and supplies in a cost-efficient manner in accordance with government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of government-owned property, materials, and supplies.

J. Financial Management

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

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

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

K. Facilities, Environmental Health, and Safety

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

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

At a minimum, the program will consist of:

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

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

7.Staff Housing (staff housing is not available at either center): The contractor shall ensure that rates are charged in accordance with OMB Circular A-45 which implements 5. U.S.C. Section 5911 (1976). This regulation requires that basic rental rates be set at rates prevailing in the area for similar housing. Following is a description of staff housing provided:

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

SECTION D. PACKAGING AND MARKING

Not Required

SECTION E. INSPECTION AND ACCEPTANCE

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

A. The authorized representative of the Contracting Officer is **Francis S. Cole**, whose authority to act on behalf of the Contracting Officer is limited to the extent set forth in B below. Under no circumstances is the Government Authorized Representative (GAR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order.

B. The GAR is authorized to:

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

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

Inspection and acceptance of the work called for under this contract shall be made by the GAR at the contractor's offices or at the U. S. Department of Labor, Employment and Training Administration, Regional Office. Inspection and acceptance activities required by this contract shall be performed as directed by the Contracting Officer.

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

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

SECTION F. DELIVERIES OR PERFORMANCE

A. The contractor shall operate the **New York City Job Corps Centers** located in New York City, New York during the period of **October 1, 2001** through **September 30, 2003**, and if appropriate, will perform necessary functions related to a transition period for assuming responsibility for the operation of the center for the month of September 2001.

B. Arrival Schedule Is Applicable **for each of the two centers:**

Note: The South Bronx JCC and Brooklyn JC Academy are under one contract. However, they are treated separately for statistical purposes. The goals shown below are for Brooklyn only.

Month

Graduates	Former Enrollees	October
17	7	November
17	7	December
17	7	January
16	6	February
16	7	March
16	7	April
16	7	May
17	7	June
17	7	July
16	7	August
16	7	September
16	6	Total:
197	82	

Offeror is responsible to recruit 105 Males and 105 Females to meet arrival schedule for the Brooklyn Job Corps Academy.

Note: The South Bronx JCC and Brooklyn JC Academy are under one contract. However, they are treated separately for statistical purposes. The goals shown below are for the South Bronx only:

Graduates	Former Enrollees	October
22	9	November
22	9	December
22	9	January
21	8	February
21	9	March
21	9	April
21	9	May
22	9	June
22	9	July
21	9	August
21	9	September
21	9	Total:
257	107	

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 FUNDING AND FINANCIAL ADMINISTRATION

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

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

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

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

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

A. Estimated Cost and Fixed Fee

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

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

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

Estimated Average Operating Costs:

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

B. Summary of Funds Available

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

Cost Category	Amount
Operations	\$
Capital	\$To Be Determined
Construction and Rehabilitation	\$ TBD
- Equipment	\$ TBD
- GSA Vehicle Rental	\$ TBD
- VST	\$ TBD
Outreach/Admissions	\$
Post-Center Services	\$
TOTAL	\$

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

C. Payment and Payment Due Date

1. Allowable Costs

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

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

Indirect Cost	Base of Allocation	Rate for each Contract Year				
		1	2	3	4	5
G&A	Total Costs, excluding G&A and Contractor's Fee					
Overhead 9Applicable 9Not Applicable	Total Direct Salaries and Wages (9including/9excluding fringe benefits)					
Total Indirect Cost						

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

In no event shall the reimbursement for G&A 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 Post-Center Services [CDSS]. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead expense due to the contractor, or refund due to the Government in the event that the amount billed exceeds the total amount payable under the contract.

2. Fixed Fee (See Clause 52.216-08)

3. Payment Due Date

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

4. Prompt Payment

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

D. Limitation on Withholding of Payments

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

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

E. Invoice Requirements

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

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

A. Option

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

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

Estimated Cost and Fixed Fee				
Cost Category		OY1	OY2	OY3
a.	Operations	\$	\$	\$
b.	Fixed Fee	\$	\$	\$
c.	<i>Subtotal Direct Operations</i>	\$	\$	\$
d.	Indirect Operations	\$	\$	\$
e.	<i>Subtotal Indirect Operations</i>	\$	\$	\$
f.	Total Direct & Indirect Operations (c+d)	\$	\$	\$
g.	Construction and Rehabilitation	\$	\$	\$
h.	Capital Equipment	\$	\$	\$
i.	GSA Vehicle Rental	\$	\$	\$
j.	VST	\$	\$	\$

Estimated Cost and Fixed Fee				
Cost Category		OY1	OY2	OY3
k.	Total Capital	\$	\$	\$
l.	Outreach/Admissions	\$	\$	\$
m.	Fixed Fee	\$	\$	\$
n.	Total Outreach/Admissions	\$	\$	\$
o.	Post- Center Services [CDSS]	\$	\$	\$
p.	Fixed Fee	\$	\$	\$
q.	Total CDSS	\$	\$	\$
Total Estimated Cost (f + k + n + q)		\$	\$	\$

B. Non-Option Extension

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

C. Contract Terms and Conditions for Options

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

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

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

D. Request for Change In Option Price

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

G.3 INTERPRETATION OR MODIFICATIONS

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

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

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

any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

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

H.2 PAYMENT OF ROYALTIES

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

H.3 DUPLICATION OF EFFORT

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

H.4 OTHER CONTRACTORS

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

H.5 TRAVEL AND PER DIEM

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer.

H.6 WAGE COMPARABILITY

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); (2) that DOL will reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.205-6). In general, compensation should be limited to an amount which does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.
- B. As appropriate and required, the contractor will pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. The Government is liable for costs if the contractor is paying the prevailing rates and a protest or problem occurs with those rates.

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

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

- D. The contractor (prime contractor) is responsible for obtaining prevailing wage rates for service type subcontracts.

H.8 COMPLIANCE WITH COPELAND REGULATIONS

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

H.9 WITHHOLDING

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

H.10 RELIGIOUS AND POLITICAL ACTIVITY

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

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

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

H.12 CONTRACT IDENTIFICATION NUMBER

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

H.13. SUBMISSION OF CORRESPONDENCE

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

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

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

H.15 PATENT RIGHTS

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

- B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data.
- C. Except as otherwise authorized in writing by the Contracting Officer, the contractor will insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.
- D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.
- E. In the event no inventions, improvements, or discoveries (whether or not patentable) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.
- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

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

H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

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

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
- T Longshore workers instead of longshoremen.

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

- T Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

H.17 TITLES TO STUDIES

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

H.18 PRINTING AND DUPLICATING

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

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

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

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

H.19 DISPOSITION OF DATA AND COPYRIGHTS

- A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copy-righted) which are specified to be delivered under this contract. The term does not include financial

reports, cost analyses and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.

- B. Subject to the proviso of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the Governments and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so. all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, no * has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.
- D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.
- E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.
- F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication,

translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.

- G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as many be approved by the Department's Contracting Officer hereunder.
- J. The contractor agrees that the Department's Contracting Officer hereunder shall determine the disposition of the title to any rights under any Copyright secured by the contractor or its employees on copyrightable materials developed under this contract.
- K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data and know-how was delivered and/or deliverable under the terms and provisions of this contract.

H.20 DISPOSITION OF MATERIAL

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

H.21 CONSULTANTS

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

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

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

H.22 CLOSE-OUT PACKAGE

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

Form Name

Form Number

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

Some printed versions of this RFP may show page H-11 as blank because of variations in PC printing methodology.

PART II. CONTRACT CLAUSES

SECTION I. CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

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

52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of Contract
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (October 1995)
52-219-16	Liquidated Damages - Subcontracting Plan
52.222-1	Notice to the Government of Labor Disputes
52.222-2	Payment for Overtime Premiums
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-26	Equal Opportunity
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36	Affirmative Action for Handicapped Workers
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era
52.223-2	Clean Air and Water
52,223-3	Hazardous Material Identification and Material Safety Data
52.223-5	Pollution Prevention and Right-to-Know Information
52.223-6	Drug-Free Workplace
52.223-10	Waste Reduction Program
52.223-12	Refrigeration Equipment and Air Conditioners
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.225-3	Buy American Act - Supplies
52.227-1	Authorization and Consent (July 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	Rights in Data
52.228-7	Insurance - Liability to Third Persons
52.228-8	Liability and Insurance - Leased Motor Vehicles
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices

52.230-6	Administration of Cost Accounting Standards
52.232-9	Limitation on Withholding of Payments
52.232-17	Interest
52.232-18	Availability of Funds
52.232-19	Availability of Funds for the Next Fiscal Year
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-25	Prompt Payment
52.232-33	Mandatory Information for Electronic Funds Transfer
	Payment
52.233-1	Disputes - Alternate I
52.233-3	Protest After Award - Alternate I
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-3	Continuity of Services
52.242-1	Notice of Intent to Disallow Cost
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.242-13	Bankruptcy
52.242-15	Stop Work Order - Alternate I
52.243-2	Changes - Cost-Reimbursement - Alternate I
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.245-5	Government Property
52.246-5	Inspection of Services- Cost-Reimbursement
52.246-25	Limitation of Liability Services
52.249-6	Termination (Cost-Reimbursement)
52.249-14	Excusable Delays
52.251-1	Government Supply Sources
52.251-2	Interagency Motor Pool Vehicles and Related Services
52.253.1	Computer Generated Forms (January 1991)

I.2 NOTIFICATION OF OWNERSHIP CHANGES 52.215-19

- A. The contractor shall make the following notifications in writing:
1. When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the

contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

2. The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

B. The contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide the ACO or designated representative ready access to the records upon request;
 - a. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and
 - b. Retain and continue to maintain depreciation and amortization schedules based on the assets records maintained before each contractor ownership change.

C. The contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS 52.223-13

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

CERTIFICATION

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

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of Certification)

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

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

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

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

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J. LIST OF ATTACHMENTS

NUMBER	TITLE
J-1	Contract Pricing Proposal Cover Sheet (to be submitted as the first page of the Business Management Proposal
J-2	Cost and Price Analysis Summary
J-3	Certificate of Current Cost or Pricing Data
J-4	Financial Display By Year, ETA 2110 Format (Complete instructions for completion of this form can be found in the PRH, Chapter 9, Appendix 901)
J-5 *	Staffing Chart
J-6	Staff Resource Forms
J-7	Job Corps Publications List
J-8	State of New York Workforce Development Goals
J-9 *	Utilities and Fuel Usage for last Contract Year
J-10	List of Vocational Skills Training (VST) Slots
J-11	Past Experience Confirmation Questionnaire
J-12	New Contractor Relevant/Transferrable Experience Matrix
J-13 *	Square Foot Facility Utilization Table
J-14 *	Computerized Property Management Listing
J-15 *	Site Map

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

ATTACHMENT J-1

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

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COST AND PRICE ANALYSIS SUMMARY			
Cost Category		1st Contract Year	2nd Contract Year
1	Staff Salaries Excluding Fringe	\$	\$
2	Fringe Benefits for Staff	\$	\$
3	Staff Travel & Per Diem	\$	\$
4	Consultants Costs	\$	\$
5	Subcontract Costs	\$	\$
6	Materials & Supplies	\$	\$
7	Communications Costs	\$	\$
8	All Other Direct Costs	\$	\$
9	Total Estimated Direct Costs	\$	\$
10	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)

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

ATTACHMENT J-2 (page 3 of 4)

COST AND PRICE ANALYSIS SUMMARY				
Cost Category		1st OY	2nd OY	3rd OY
1	Staff Salaries Excluding Fringe	\$	\$	\$
2	Fringe Benefits for Staff	\$	\$	\$
3	Staff Travel & Per Diem	\$	\$	\$
4	Consultants Costs	\$	\$	\$
5	Subcontract Costs	\$	\$	\$
6	Materials & Supplies	\$	\$	\$
7	Communications Costs	\$	\$	\$
8	All Other Direct Costs	\$	\$	\$
9	Total Estimated Direct Costs	\$	\$	\$
10	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	\$	\$	\$

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

—

Name _____(SIGNATURE)

Title _____

Date of Execution*** _____

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

ATTACHMENT J-4 (page 1 of 2)

Financial Display by Year (ETA 2110 format)

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

ATTACHMENT J-4 (page 2 of 2)

Financial Display by Year (ETA 2110 format)

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

STAFFING CHART

This will be a handout at the Pre-Proposal Conference or obtained by written request.

In order to insure that all cost and staffing proposals are evaluated fairly it is imperative that proposals be presented as clearly and as consistently as possible.

In addition to the presentation of staff resources by cost groups under the ETA 2110 format as required in Section M, it is necessary to display staff by functional groups and to correlate the numbers and salaries of staff with the offeror's Wage and Salary Survey and organization chart.

Here are instructions for its completion:

<u>Block</u>	<u>Explanation</u>
A	Center Name
B	Fringe Benefit percentage. If this differs by staff position or from year to year, please note on attached sheet.
C	Attrition percentage used in the cost proposal. If this changes from year to year, note on an attached sheet.

(Data is for year one except as noted.)

<u>Column</u>	<u>Explanation</u>
(1)	All staff should appear on one of these pages. While not all offerors use the same terminology, try to allocate your staff titles to this chart. There is also room to add additional staff titles where this is not possible. Please examine all pages before assigning a staff to a section where it is not listed. All staff who will appear in the base years of the contract are listed. If a staff is listed in only one of the two base years, so note.
(2)	The numbers of staff assigned. This should match the numbers in your staffing chart.
(3)	The mid-point of your own salary survey for this staff position. Offerors may, of course, put salaries anywhere in their range.
(4)	The annual salary for this position, not including fringe benefits.
(5)	Fringe benefit for this position
(6)	Column (4) plus Column (5), then multiplied by Column (2) for the first base year. If this does not produce an accurate total, list why on an attached sheet.
(7)	This is the total cost for year 2 of the contract for each position taken from elsewhere in the cost proposal.

SUMMARY sheet is self explanatory.

**Attachment
J-6 (Page
1 of 3)**

STAFFING FORMS - offerors are required to complete these forms as a part of their Staff Resources Plan. Failure to do so may qualify the technical proposal as non-responsive to this RFP.

A. Day Instructional Staff

The purpose of this form is to account for every student on center in a typical instructional day and every staff who has instructional responsibility for students. Include teachers, instructors, and other personnel individually and account for all students assigned to off center programs as well. Each column should add to the design capacity of the center which is **485**. One should also be aware that at this center roughly **20** percent of students are full-time vocational training students at any one time. This may or may not change depending on an offeror's training design, of course, and is provided for information/planning purposes only. If you believe that more vocational training slots are necessary than this RFP calls for, this should be noted by adding suggested trades to this chart. Examples are given on the first two lines (not actual numbers). No numbers of students given as an example or numbers of class period numbers given as recommendations, only to demonstrate how the form is to be completed.

NOTE: SEPARATE CHARTS SHOULD BE SUBMITTED FOR THE SOUTH BRONX AND BROOKLYN.

EXAMPLE

Staff Position/FTE if less than 1.0	Responsibility	1	2	3	4	5	6	7	8
Instructor	Carpentry	15	15	15	15	15	15	15	15
Teacher	Math	12	12	12	12	12	12	12	12
Work Based learning	STW Coordinator	10	10	10	10	4	4	4	4

TOTALS									

Attachment J-6
(Page 2 of 3)

B. Residential Staffing

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

1. Residential Advisor Staffing [South Bronx Only]

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

Dorm number _____

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

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

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

Variance staffing (such as weekends)

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

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

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

Number of staff hours in this dorm on typical 7 day week _____. This should be calculated by multiplying the number of RA's times the number of hours for each shift for the entire week. Number of staff dedicated to this dormitory _____. This should be the staff hours divided by 40.

Comments:

REPEAT ABOVE FOR EVERY DORM THEN DO THIS SUMMARY:

Number of RA's calculated above _____
Additional staffing such as substitute RA's _____

Total Dorm Staffing _____

Attachment J-6 (Page 3 of 3)

2. Security Staffing

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

Day shift staffing _____ Staff for _____ hours. Shift starts ____ and ends ____.
Prime shift staffing _____ Staff for _____ hours. Shift starts ____ and ends ____.
Late shift staffing _____ Staff for _____ hours. Shift starts ____ and ends ____

Variance staffing (such as weekends)

Day shift staffing _____ SS for _____ hours. Shift starts ____ and ends ____.
Prime shift staffing _____ SS for _____ hours. Shift starts ____ and ends ____.
Late shift staffing _____ SS for _____ hours. Shift starts ____ and ends ____

Number of staff hours on typical 7 day week _____. This should be calculated by multiplying the number of security staff times the number of hours for each shift for the entire week. Number of security staff _____. This should be the staff hours divided by 40.

3. Recreation Staffing.

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

Also provide the following information:

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

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

4. Counseling Staffing

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

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

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

ATTACHMENT J-7

JOB CORPS PUBLICATIONS LIST

1. Job Corps Federal Regulations - 20 CFR 638, July 1990
2. Policy and Requirements Handbook

ATTACHMENT J-8

**WORKFORCE INVESTMENT ACT for NEW YORK is available on the Internet at “
<http://www.wia.state.ny.us>. ”**

ANNUAL FUEL AND UTILITY REPORT

WILL BE AVAILABLE AT PRE-PROPOSAL CONFERENCE

or by written request

VOCATIONAL SKILLS TRAINING (VST)

SOUTH BRONX JOB CORPS ACADEMY

Vocational Offerings	Training Slots	
	On Center	Off Center
Accounting	24	
Network Cabling/Cisco Systems	24	
Culinary Arts	20	
Pharmacy Technician	30	
NY State Security Officer	20	
Business Technology/Information Technology	48	
Facilities Maintenance - BAM* (HBI)	24	
Marist College	10	
City University of New York (ACT Program)	20	

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

Vocational Training Program	Training Slots
Network Cabling/Cisco Systems	24
Facilities Maintenance - BAM* (HBI)	24
TOTAL	48

* Training provided by National Training Contractors

BROOKLYN JOB CORPS ACADEMY

Vocational Offerings	Training Slots	
	On Center	Off Center
Medical Office Technology	24	
Information Technology	24	
A+ /MCSE	24	
Desktop Publishing & Web Design	24	
NY State Security Officer	20	
Culinary Arts	20	
City University of New York (ACT Program)	30	

There are no vocational training programs that qualify for VST funding at the \$750 per training slot per year at this location:

Past Experience Confirmation Questionnaire

New York City Job Corps Centers [South Bronx JCC & Brooklyn JC Academy]

To Whom it May Concern:

We are currently responding to the Department of Labor RFP # **AE92901000** for the procurement of the continued operation of the New York City Job Corps Centers [South Bronx Job Corps Center and the Brooklyn Job Corps Academy]

The Department of Labor is placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. Therefore, we are requesting that you provide the following information regarding our performance on the contract identified below. Please complete Sections B-G of this Questionnaire and return it directly to the address shown below no later than 12:00 p.m., June 1, 2001.

ATTN: Joseph Semansky, Contracting Officer
 Office of Job Corps, Region I, New York
 201 Varick Street Room 897
 New York, New York 10014

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

_____ (Signature)
 _____ (Date)
 _____ (Title)

A. Contract Identifying Information:	
Offeror:	
Project Title:	
Contracting Officer:	Phone No.
Project Manager:	Phone No.
Address:	FAX No.
Work Performance Period: _____ to _____	
Contract Value: \$	

Brief Summary of Statement of Work:

B. Outcomes vs. Goals:

1. Were there measurable performance goals or outcomes associated with this contract? If yes, describe:

9 Yes
9 No

For the following questions, where applicable, underline or circle the adjectival rating which most closely represents your assessment of the contractor's performance: Excellent - E, Very Good - VG, Good - G, Fair - F, Poor - P, Unacceptable - U

2. How effective was the contractor in achieving those outcomes?

9 Excellent 9 Fair
9 Very Good 9 Poor
9 Good 9 Unacceptable

C. Cost Control: How well has the contractor:

1. Performed all contracted services within the budget?

9 Excellent 9 Fair
9 Very Good 9 Poor
9 Good 9 Unacceptable

2. Submitted complete and accurate financial reports and invoices?

9 Excellent 9 Fair
9 Very Good 9 Poor
9 Good 9 Unacceptable

3. Has a draft or final audit report disclosed questioned or disallowed costs? If yes, indicate:

9 Yes
9 No

- a. period covered by audit _____
- b. disallowed or recommended for disallowance _____
- c. disallowed costs as a % of audited funds _____
- d. administrative findings _____

Comments: (Explain any ratings below Good)

Summary Adjectival Rating of Cost Control

9 Excellent 9 Fair
9 Very Good 9 Poor
9 Good 9 Unacceptable

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

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

=====

(Department of Labor Use Only)
SUMMARY PAST EXPERIENCE CONFIRMATION

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

Verified by: _____ Date: _____

NEW CONTRACTOR RELEVANT/TRANSFERRABLE EXPERIENCE MATRIX

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

**SQUARE FOOT FACILITY UTILIZATION TABLE WILL BE AVAILABLE **
AT PRE-PROPOSAL CONFERENCE

or by written request

ATTACHMENT J-14

**COMPUTERIZED PROPERTY MANAGEMENT LISTING
WILL BE AVAILABLE AT PRE-PROPOSAL CONFERENCE
Or by Written Request**

SITE PLAN MAP WILL BE AVAILABLE AT PRE-PROPOSAL CONFERENCE

or by written request

PART IV. REPRESENTATIONS AND INSTRUCTIONS

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

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

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph B of this certification.
- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - 1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form T.T.T., Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 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 \$200,000 for each such failure.

K.2 TAXPAYER IDENTIFICATION 52.204-3

A. Definitions

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

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

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

C. Taxpayer Identification Number (TIN)

" TIN: _____

" TIN has been applied for

" TIN is not required because:

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

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

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

" Other. State basis: _____

D. Corporate Status

- " Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services
- " Other corporate entity
- " Not a corporate entity
- " Sole proprietorship
- " Partnership
- " Hospital or extended care facility described in 26 CFR 501 (c) (3) that is exempt from taxation under 26 CFR 501(a)

E. Common Parent

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

Name _____
TIN _____

K.3 WOMEN-OWNED BUSINESS 52.204-5

A. Definition

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

B. Representation

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

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS 52.209-5

- A. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its Principals:
1. Are " " are not " " presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 2. Have " " have not " " , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 3. 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 subdivision A2 of this provision.
- B. 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.
1. "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.

- C. 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.
- D. A certification that any of the items in paragraph A of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the offeror non-responsible.

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

K.5 SMALL BUSINESS CONCERN REPRESENTATION 52.219-1

A. NAICS Code and Size Standard

1. The NAICS Code for this acquisition is **561990**.
2. The small business size standard is **\$20 million**.
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 and certifies as part of its offer that it " is, " is not a small business concern.
2. Complete only if offeror represents itself as a small business concern in paragraph B1 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 offeror represented itself as a small business concern in paragraph B1 this provision.

The offeror represents as part of its offer that it " is, " is not a women-owned small business concern.

C. Definitions

"Small business concern," as used in this provision, 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 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, 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 or small disadvantaged or woman owned small business concern in order to obtain contract to be awarded under the preference programs established pursuant to sections 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-
 - a. Be punished by imposition of fine, imprisonment or both;
 - b. Be subject to administrative remedies, including suspension and debarment;
 - c. Be ineligible for participation in programs conducted under the authority of the Act.

K.6 CERTIFICATION OF NONSEGREGATED FACILITIES 52.222-21

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

K.7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 52.222-22

The offeror represents that:

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

K.8 AFFIRMATIVE ACTION COMPLIANCE 52.222-25

The offeror represents that:

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

K.9 CLEAN AIR AND WATER CERTIFICATION 52.223-1

The offeror certifies that:

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

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

- A. Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- B. By signing this offer, the offeror certifies that:
 - 1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and Section 6607 of the Pollution Prevention Act of 1990 (PPA) 942 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in Sections 313(a) and (g) of EPCRA and Section 6607 of PPA; or

2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)
 - a. " The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - b. " The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42. U.S.C. 11023(B)(1)(A);
 - c. " The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - d. " The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or
 - e. " The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Island, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

K.11 RECOVERED MATERIAL CERTIFICATION 52.223-4

The offeror certifies, by signing this offer, that recovered materials, as defined in section 23.402 of the Federal Acquisition Regulation, will be used as required by the applicable specifications.

K.12 BUY AMERICAN CERTIFICATE 52.225-1

The offeror certifies that each end product, except those listed below is a domestic end product (as defined in the clause entitled "Buy American--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products

Country of Origin

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials and supplies excepted from the Buy American Act (listed at 25.108 of the Federal Acquisition Regulation).

K.13 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTIONS REPRESENTATION 52.226-2

A. Definitions

As used in this provision:

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

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316 (b)(1)).

B. Representation

The offeror represents that it " is " is not a Historically Black College or University; " is " is not a Minority Institution.

K.14 ROYALTY INFORMATION 52-227-6

A. Cost or Charges for Royalties

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

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

B. Copies of Current Licenses

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

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

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

This notice is in three parts (A through C)

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

A. Disclosure Statement - Cost Accounting Practices and Certification

1. Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of 48 CFR parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.
2. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, parts 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already

submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph 3 of Part A of this provision.

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

3. Check the appropriate box below:

a. " Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO); and (ii) one copy to the cognizant contract auditor.

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

Date of Disclosure Statement: _____
Name and Address Cognizant ACO where filed: _____

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

b. " Certificate of Previously Submitted Disclosure Statement

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

Date of Disclosure Statement: _____

Name and Address Cognizant ACO where filed:

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

c. " Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions subsidiaries and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

d. " Certificate of Interim Exemption

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

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

B. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

" The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-1(b)(2) and certifies that the offeror is eligible for use of the Disclose Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during this current cost accounting period, the offeror has been awarded a single CAS covered prime contract or subcontract of \$25 million or more.

C. Cost Accounting Standards - Applicable to Existing Contracts

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

" YES" NO

K.16 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS
52.222-37

A. The offeror represents that, if subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. VETS 100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it HAS HAS NOT submitted the most recent report.

B. An offeror who checks "has not" may not be awarded a contract until the required reports are filed (32 U.S.C. 1354).

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

L.1 TYPE OF CONTRACT 52.216-1

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

L.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE 52.252-1

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

www.arnet.gov/far/fac
www.far.npr.gov
www.gsa.gov/forms/far

Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Provisions

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

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

A. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

B. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

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

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

L.4 SERVICE OF PROTEST 52.233-2

A. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protest that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Joseph Semansky 201 Varick Street, Room 897, New York, New York 10014

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

L.5 ADDITIONAL INSTRUCTIONS

A. Standard Form 33 - Block 9 - Solicitation

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

B. Disposition of Proposals

One copy of each proposal and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall, at the discretion of the Contracting Officer, be destroyed or returned to the Offeror.

C. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement will be answered at a Pre-Proposal Conference to be held on April 24, 2001 at 9:00 a.m. local time, at the South Bronx Job Corps Center Auditorium located at 1771 Andrews Ave. Bronx, New York 10453 Tel# 718-731-7700 & April 25, 2001, 9:00 a.m. local time, at the Brooklyn Job Corps Academy Conference Room located at 585 De Kalb Ave.. Brooklyn New York 11205 Tel# 718-623-4059.

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

D. Site Visit

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

E. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator named in Block 10 on SF 33, Face Page or The Regional Contracting Specialist [Mr. Gary Schwartz/ 212-337-2288] may be

considered as a basis for disqualification (except during the pre-proposal conference, if applicable).

F. Signature Requirements; Proposal Preparation Costs

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

G. Reference Material

Copies of the Policy and Requirements Handbook can be ordered from the North Texas Job Corps Distribution Center, P. O. Box 8003, McKinney, Texas 76069-8003, by submitting a request on Company letterhead. Copies of the Job Corps regulations and 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

H. Requests for Equipment/Facility/Utilities Information

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

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

L.6 SUBMISSION OF PROPOSALS

A. General

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

Part 1: Transmittal Letter

Part 2: Oral Proposal

Part 3: Staff Qualifications

Part 4: Past Performance and Experience

Part 5: Subcontracting Plan

Part 6: Cost Justification - Business Management Proposal

Part 7: Transition/Phase-Out Proposal

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

- a. Each page shall be 8 ½ X 11", with at least 1" margins on all sides
- b. Type size 12 pitch or larger.
- c. Pages shall be consecutively numbered within each section.
- d. Title pages, tables of contents, and section dividers shall not be included in page totals.
- e. Pages in two column format may be used.
- f. Pages submitted in excess of the limits shown will not be evaluated but will be returned to the offeror.

- g. The page limitation applies to the initial proposal. The Final Proposal Revision shall be limited to responses to the government's concerns, and should not be an entirely new submission.

B. Specific Instructions

1. **Oral Presentation**

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

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

Evaluation criteria are shown in Section M.

a. Content

The Oral Presentation shall include discussions of factors for O/A, Center Operations and Post Center Services through the Career Development Services System.

(1) Center Operations

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

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

(a) Management Expertise: By responding to the following questions, describe your leadership and systems which provide organization, structure, resources, and direction to ensure achievement of program outcomes and quality indicators.

- (1) What goals will you set for the center and what specific systems will you employ at the center and corporate levels to ensure they are met? What challenges do you anticipate for the operation of the New York City Job Corps Centers and what strategies do you have to address those challenges?
- (2) How will you involve local and distant communities, employers and State and local Workforce Investment Boards in the operation of the center?
- (3) How will students be involved in the operation and management of the center?

- (4) What systems will you use to ensure quality control and integrity of program data and assets?
- (5) What system will the offeror provide to facilitate constant communication and quality programming between the centers?
- (6) How will the Offeror maintain/improve existing linkages with local, city, and state agencies?

B. Career Preparation Period: By responding to the following questions, describe how social development, administrative and other support services will be delivered to enable students to participate fully in the program and develop the skills to live independently upon program completion.

- (1) How will you ensure that Admissions Counselors adequately prepare applicants for the Job Corps experience?
- (2) How will the South Bronx Staff interact with cognizant outreach counselors and staff from other Region I, New York admission entities.
- (3) How will the program be organized and structured to ensure that new students effectively acclimate to center life, develop realistic career goals and acquire basic job search and information technology skills?

3. Career Development Period: By responding to the following questions, describe how academic, vocational and social competencies will be integrated and delivered to enable students to find good jobs and remain connected to the labor market.

- (1) What curricula will be used in training, outside the standard Job Corps curricula? What supplemental methods/materials will be used? If alternate vocational training programs are proposed, what are they and how were they determined?
- (2) What specific systems, training and approaches will be used to focus on employability and job readiness concepts? How will counseling and case management be delivered to support the students' matriculation through the program?
- (3) How will School-to-Work principles be incorporated?

- (4) What is the role and extent of employer participation in the design and delivery of training?
- (5) What methods will be used to determine the effectiveness of the content provided and identify further developmental needs of the students to achieve desired outcomes?
- (6) How will you ensure a safe and secure student living and learning environment?
- (7) What systems and methods will you use to develop student self-management, employability and independent living skills for all students?
- (8) How will you assess the effectiveness of these programs and techniques to ensure Career Transition readiness?

(d) Career Transition Period: By responding to the following questions, describe your approach to matching student skills with appropriate placement opportunities to result in workforce entry, quality jobs and job retention.

- (1) What systems and procedures will you use to maintain contact with the graduates to ensure employment retention and the provision of additional services?
- (2) How will you assess student job readiness and what services will you provide to remedy student shortcomings?
- (3) How will you develop linkages with major employers to ensure quality jobs for program graduates?
- (4) What methods will you use to assess student transitional support needs and locate appropriate services to ensure job retention?

b. Format

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

(1) Form of Presentation

Offerors must make their presentations to the Government in person. Submissions of video tape or other forms of media will not be accepted in lieu of the oral presentation. Equipment available for the presentation, furnished by the Government, will be an overhead projector and screen. A TV monitor and VCR may be provided upon advance request. Other needed equipment must be approved by the Government and furnished by the offeror. Such requests for approval shall be made no later than 5 working days before the scheduled presentation. The room will be available for preview prior to the presentation by appointment. Contact Mr. Gary Schwartz at 212-337-2288 for an appointment. The room will be available for equipment setup 30 minutes prior to the presentation.

(2) Scheduling

After receipt of proposals, the offeror will be provided a date, time and location for 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 by the Contracting Officer after receipt of the proposals. Once notified, the offeror must make its presentation at the required date and time. Requests to be rescheduled will not be entertained unless exigencies make the attendance of the offeror virtually impossible. The Government retains the sole right to reschedule presentations. The anticipated dates of oral presentations will be 12-14 June 2001.

(3) Offeror's Presentation Team

Only members of the offeror's staff and any staff proposed to work on the contract by that offeror may participate in the presentation. Offerors are encouraged to make the proposed Center Director and other Senior Staff part of the team. Offerors may have no more than 7 personnel on their presentation team.

(4) Time Allowed

For the presentation on Center operations, each offeror will have a maximum of 3 hours, which includes a 10 minute break after 50 minute intervals, in which to make its presentation. The time limit will start upon the Government's direction to begin. After completion of the presentation, the Contracting Officer and the Deputy Regional Director may ask questions of clarification for up to an additional 90 minutes.

(5) Clarification of Oral Presentation Points

After completion of the oral presentation, the Government may request clarification of any points addressed which are unclear and may ask for clarification by the offeror on any point which it feels was not adequately supported in the presentation. Any such interchange between the offeror and the Government is for clarification only, and will not constitute discussions. Answers to questions will be recorded and will be considered for evaluation purposes. The clarification time will not exceed 90 minutes.

(6) Documentation

The offerors must present a listing of the names, firms and position titles of all presenters. They must also furnish 10 copies of any material presented visually at the oral presentation (transparencies or visual equivalent, must be presented on plain paper at the conclusion of the presentation). The Government will video tape the presentation and use these recordings during evaluation of the proposal. The offerors may not record their own presentations. Any recording of an offeror made by the Government will be furnished to that offeror upon request as soon as possible following the presentation. Recordings will be disposed of in the manner of the remainder of the proposal.

2. Staff Resource Proposals (Original + 3 copies)

a. Content

The Staff Resource Plan shall consist of the following:

- (1) Three detailed organization charts, covering all staff on and off each of the centers and a consolidated chart. Include any contracted or National Training Contractor staff with each, if applicable.
- (2) Position descriptions of each senior staff (managers who report to the center director or who are responsible for significant key areas on center such as department heads).
- (3) Resume of the proposed Center Director and Senior Staff. The resumes shall include information on the nominee's educational and training accomplishments as well as past work and other relevant experience, including any special accomplishments and skills. The

Government reserves the right, to require offeror certification as to the availability of the designated Center Director and senior staff. Failure to do so, or information received contrary to the certification, will be reflected in the final evaluation.

- (4) The staff incentive plan. Include what specific incentives will be provided and how these may be earned.
- (5) A narrative of services to be provided to the center by the offeror funded through G&A along with the plan for doing so.
- (6) Completed staff schedule forms in section J of this RFP.

b. Format:

The Staff Resources Proposal shall be submitted in writing as follows:

- (1) Original and 3 copies bound separately.
- (2) Not to exceed 30 pages combined narrative for both centers together. The page limitation excludes the completed staff schedule forms provided in Section J of this RFP, resumes and position descriptions.

3. Past Performance and Experience (original + 3 copies)

a. Definitions

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

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

- (2) Experienced Job Corps Center Contractor: an organization which currently holds one or more prime contracts for Job Corps center operations or has held such a contract within the past 3 years.

b. Submission Requirements

- (1) **All** offerors (both new and experienced) must provide a list of contracts (including contract numbers) and programs which they currently operate or have operated within the past three years.
- (2) Experienced contractors may submit up to 5 pages of information for consideration by the Contracting Officer, which describes past performance or explains mitigating circumstances for poor performance.
- (3) New Firms (including Job Corps Outreach, Admission and/or former placement contractors): For purposes of this solicitation, new firms as defined above, should submit the following:
 - (a) Each offeror **shall send** a copy of the Past Experience Confirmation Questionnaire (See Section J) to each organization, including agencies of State and Local governments and commercial customers, with whom, the offeror has had a contract within the last three years. Offerors need not request Past Experience information for any current contract performed for less than 6 months prior to the proposal submission date.
 - (b) The offeror shall instruct the respondent of the Questionnaire to forward the completed questionnaire to the address identified on the face sheet of the Past Experience Confirmation Questionnaire.
 - (c) The offeror will prepare and submit a Relevant/Transferrable Skills Matrix (See Section J). The matrix should be prepared in such a manner as to allow for the matching and evaluation of the relevant and transferrable skills identified on the offeror's list of contracts (see B1 above) .

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

4. Subcontracting Plan (Does not apply to Small Businesses) (original and 3 copies)

Submit a subcontracting plan in accordance with Clause 52.219-09. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business, and 3) women-owned small business concerns. For purposes of this procurement, the NAICS Code is 561990. Offerors are considered small businesses if their annual sales or receipts for the preceding 3 years do not exceed \$20 million.

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

5. Cost Justification - Business Management Proposal (BMP) (original and 3 copies)

Costs shall be mentioned only in the BMP (which will include OA & Post Center Services separately tabbed) and Transition/Phase-out proposals and nowhere else.

Offerors MUST include annotation of proposed costs on forms 2110 within their Business Management proposal. A 2110 on a 3.5" floppy disk utilizing QuatroPro version 8 or lower MUST be submitted as well. Offerors are also required to submit Cost Proposals, Staffing Table, and Salary Table, using 2110 format, on 3-1/2" floppy disk using QuatroPro version 8 or lower.

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

- a. Contract Pricing Proposal Cover Sheet (SF 1411) - shall be submitted as the first page of the Business Management Proposal.
- b. Cost and Price Analysis Summary Form

- c. Certificate of Current Cost or Pricing Data
- d. Three ETA 2110's [BRONX, BROOKLYN, AND COMBINED] Financial Display by Year, which shall be used as a recapitulation sheet for the ETA 2110 for two base years. The ETA 2110 shall be presented in the following manner: Col. 1, 1st Year SY; Col. 2, 1st Year Costs; Col. 3, 2nd Year SY; Col. 4, 2nd Year Costs; Col. 5, Total SY; Col. 6, Total Costs.
- e. A narrative justification for each line item of the ETA 2110 for each of the two base years. Include all explanatory narratives and calculations showing how costs are determined.

Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, facility maintenance, and other costs outlined on the ETA 2110 were determined. A justification of general and administrative costs shall be provided along with a copy of the offeror's Indirect Cost Negotiation Agreement from the cognizant federal agency. Include the backup data to support the type of labor and estimated numbers of staff within each labor category. Include basis for pay rates used, giving sources and amounts for wage survey.

Under those ETA 2110 line items relating to staff costs, show your computations in the following vertical columns: (1) position title; (2) direct wage or (3) benefits and other indirect costs; and (4) total cost to the contract for each position. Individual, separate staff position costs will be included in the narrative justification for each line item of the ETA 2110. Do not consolidate costs for similar positions. Show each position cost separately.

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

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

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

- (1) Has the subcontractor submitted a cost proposal?
 - (2) Will the subcontractor be able to start performance at the beginning of the contract period?
 - (3) What is the total cost of each subcontract?
 - (4) What experience does the subcontractor have in this technical area?
 - (5) What services (skills) will the subcontractor provide?
- f. An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an independent certified or duly licensed public accountant.
- g. A completed Standard Form 33, Solicitation, Offer and Award, and all attachments thereto as outlined in the instructions, (Section K) for each copy of the Business Management Proposal.
- h. A completed Staffing Chart which will indicate the number of staff for each center function at each location.
- i. Total Compensation Plan (salaries and fringe benefits) for professional and non-professional employees. This plan will also include a description of any bonuses, monetary awards, and other contingent payment plans for all staff charged directly to this contract. The narrative must explain the policy under which these payments will be dispersed.
- j. Area Wage and Fringe Benefit Survey - The Job Corps Area Wage and Fringe Benefit Surveys Handbook (hereafter referred to as the Handbook) was developed to assist both Federal staff and potential offerors.

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

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

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

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

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

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on each ETA 2110. The contractor understands that the estimated costs for operating the Job Corps center in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts proposed in the Option Years are therefore considered provisional.

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

6. Transition/Phase-out Proposal (original and 3 copies)

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

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

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

Accordingly, offerors other than the incumbent contractor should submit a separate proposal outlining in detail their transition plan. Included will be the period of time required for each action, staff requirements, and major steps to be accomplished during the transition period.

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

It is the intent of the Government to have an orderly operation during the last 30 days of the incumbent's contract (see Clause 52.237-3, Continuity of Service). Therefore, the incumbent contractor will be allowed only the normal costs of operating the center for the final month of the contract. The incumbent's administrative activities required to orient the incoming

contractor will be an allowable direct cost. It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities as inventory comparison checks with the new contractor and final billings comparison checks with the new contractor and final billings after contract expiration. The allowable cost for Phase-Out will be limited to unused and unpaid leave for which cost accrual has not been made and if applicable, severance pay and relocation in accordance with personnel policies approved for this contract by the contracting officer and any other costs determined to be reasonable by the contracting officer.

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

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS AND SELECTION FOR AWARD

A. Procurement Review Panel

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

B. Evaluation Categories

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

	<u>Points Possible</u>
1. Oral Presentations	42
2. Staff Resource Proposals	20
3. Past Performance and Experience	25
4. Subcontracting Plan	5
5. Cost Justification	8
6. Transition/Phase-out Proposal	0
	<hr/>
TOTAL MAXIMUM POINTS POSSIBLE	100

C. Evaluation Criteria

1. Oral Presentation (42 points)

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

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

2. Staff Resources Proposals (20 points)

Each offeror's Staff Resource Plan will be evaluated to determine the level and adequacy of staffing proposed to deliver the program; the qualifications proposed in relation to the duties described in the offeror's position descriptions; the scheduling and coverage of critical functions; the credentials, experience and accomplishments of proposed key staff; the demonstrated level of commitment to work on the contract, appropriateness and adequacy of the staff incentive plan; and the degree of support offered through G&A.

3. Past Performance and Experience (25 points)

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

For purposes of this procurement, in addition to the information provided by the offeror in response to Section L, the Government will consider information received from other governmental and non-governmental sources.

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

used by the Government. All such information may be used in the evaluation of the offeror's past performance.

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

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

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

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

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

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

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

(1) Automated Past Effectiveness Report (20 points)

Each center operator will receive an automated past effectiveness score based on an overall score from four measures associated with the

contractors' Outcome Measurement System (OMS), Student Safety Satisfaction Survey (SSS), On-Board-Strength Report (OBS), and Quality Rating (QR). The Center's Automated Past Effectiveness Report will be generated automatically by the Job Corps Data Center quarterly.

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

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

(2) Additional Information (5 points)

In assigning these points, the contracting officer will consider such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to, past effectiveness reports received from other Job Corps Offices and other Federal Agencies.

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

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

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

5. Cost Justification (8 points)

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

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

No Job Corps funds will be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of \$145,100 per year. Proration means that the amount charged for a less than full-time employee can not exceed an annualized rate of \$145,100.

Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract including subcontracted services.

In evaluating the Cost Proposal category, the Government will not weigh cost against technical merit, but will evaluate the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered. The Estimated Cost itself will not be scored.

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

- a. Adherence to RFP requirements.
- b. Explanation and support of all costs proposed: wages, benefits, utilities, services, supplies, etc.
- c. Explanation and support of G&A costs. G&A costs should be supported by a full description of services to be provided to the center by corporate support staff. The Business Management Proposal may propose a G&A

ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, will become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate.

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

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

- (1) In establishing compensation levels for all employees, the total compensation (both salaries, fringe benefits, bonuses, or monetary awards to employees) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel. The salary rates or ranges must recognize the distinct differences in skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor contractor for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent employees. Offerors are cautioned that instances of lowered compensation for essentially the same work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the complexity of the requirements.
- (2) Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the job categories so as to impair the contractor's ability to recruit and retain competent employees may be viewed as reflecting a failure to comprehend the complexity

of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

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

6. Transition/Phase-out Proposal (0 points)

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

Transition proposals shall be evaluated to determine the following:

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

M.2 SUPPLEMENTAL INFORMATION

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

A. Notice on Key Personnel

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

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

B. Competitive Range

In instances where more than one proposal is found acceptable, the Contracting Officer shall establish a competitive range in accordance with FAR 15.306. The competitive range will consist of proposals which, based upon review panel scores, are grouped at more or less the same level and are competitive with one another. The limits of what constitutes the competitive range in a particular case is a judgement matter for determination by the Contracting Officer.

C. Discussions -Final Proposal Revisions

Discussions will be held with all offerors who submit/present proposals determined to be within the competitive range. However, in some instances, award may be made on the basis of initial proposals received (52.215-16). If discussions are conducted, offerors shall be given an opportunity to submit such costs, technical, or other revisions in their proposals as may result from the discussions. All such offerors shall be informed in writing of the closing of negotiations and the common due date for receipt of final proposal revisions. Technical revisions will be in writing as a response to the Government's written concerns.

D. Selection for Award

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

E. Calculation and Evaluation of Cost

The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A and overhead expense, and the fixed fee (if any). Evaluation of proposed costs will take into consideration comparison of costs to past data,

allowability and allocability of costs and reasonableness of fixed fee and will be made in accordance with FAR 15.40. The following will be considered in making the final selection of the successful offeror:

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

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

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

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

M.3 CONTRACTOR RESPONSIBILITY

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

- C Financial resource adequacy
- C Ability to comply with the Statement of Work

- C Past record of performance
- C Record of integrity and business ethics
- C History of prevention and management of significant incidents, if offeror has previously operated or is presently operating a Job Corps center
- C Department of Labor review reports of offeror's Job Corps Center(s) if offeror has previously operated or is presently operating a center
- C Program and fiscal controls
- C Quality and quantity of corporate staff to be assigned to contract