SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER ☐ Yes ☐ No	RATING	PAGE 1	OF PAGES 180

2. CONTRACT NO.	3. SOLICITATION NO. DOLJ04UA00005	4. THIS IS A: SMALL BUSINESS SET-ASIDE ☐ YES ☒ NO	5. DATE ISSUED February 9,2004	6. REQUISITION/PURCHASE NO.

7. ISSUED BY:	8. ADDRESS OFFER TO (*If other than Block 7)*
U. S. Department of Labor Office of Youth Services and Job Corps 61 Forsyth Street SW, Room 6T95 Atlanta, GA 30303	**Same as Block 7**

SOLICITATION

9. Offers an original and (See Section L) copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in **Sam Nunn Atlanta Federal Center, 61 Forsyth St, SW Room 6T95, Atlanta, GA 30303** 2:00p.m.(est) local time **April 5, 2004**

(Hour) *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME Yolanda Tatnall, Contract Specialist or D.E. Scott, Contracting Officer	B. TELEPHONE NO. (*Include area code) (NO COLLECT CALLS)* (404) 562-2372

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OFFER *(must be fully completed by Offeror)*

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-25)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____CALENDAR DAYS %

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

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

AWARD *(To be completed by Government)*

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

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SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS

The Department of Labor, Employment Training and Administration (ETA), Job Corps has a requirement for operating the **Atlanta** Job Corps Center which is located at **239 West Lake Avenue N.W., Atlanta Georgia.**

In addition DOL/ETA Job Corps has a requirement to provide Outreach/Admissions and Career Transition Services in the state of Florida

The contractor shall operate the aforementioned **Job Corps Center** which includes provision of academic, vocational, social skills and career development training, and related support services for an estimated total of **515** students **0** residential male students **325** residential female students, and **190** non-residential students **35** non-residental male and **155** non-residental female student. The contractor shall provide residential quarters (housing) and services to residential students. The contractor shall operate a non-residential child care program for **52** slots.

The Contractor shall provide **Outreach and Admissions** services in the state of **Georgia** and shall ensure the arrival of a minimum of **350** students into the Job Corps program annually for resident male students, resident female students, and non-resident male and female students.

The Contractor shall provide Post-Center **Career Transition Services** annually for **408** youth **255** Graduates and **153** Former Enrollees) returning to the state of **as reflected in Section J attachment J-21** .

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

ITEM	DESCRIPTION	ESTIMATED COST
001	Center Operation (Base period)	$
	Fixed Fee	$
	Incentive Fee	$
002	Outreach and Admission Services (Base period)	$
	Fixed Fee	$
	Incentive Fee	$
003	Career Transition Services (Base period)	$
	Fixed Fee	$
	Incentive Fee	$
004	Center Operation, (Option Year 1)	$
	Fixed Fee	$
	Incentive Fee	$
005	Outreach and Admissions, (Option Year 1)	$
	Fixed Fee	$
	Incentive Fee	$
006	Career Transition Services, (Option Year 1)	$
	Fixed Fee	$
	Incentive Fee	$
007	Center Operation, (Option Year 2)	$
	Fixed Fee	$
	Incentive Fee	$
008	Outreach and Admissions, (Option Year 2)	$
	Fixed Fee	$
	Incentive Fee	$
009	Career Transition Services, (Option Year 2)	$
	Fixed Fee	$
	Incentive Fee	$

010	Center Operation, (Option Year 3)	$
	Fixed Fee	$
	Incentive Fee	$
011	Outreach and Admissions, (Option Year 3)	$
	Fixed Fee	$
	Incentive Fee	$
012	Career Transition Services, (Option Year 3)	$
	Fixed Fee	$
	Incentive Fee	$

SECTION C. STATEMENT OF WORK

INTRODUCTION

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

C.1 GENERAL

A. Background

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

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

B. Objective

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

1. Provide academic, vocational, social, employability and independent living skills training.

2. Provide health care, counseling, and other support services on an individualized needs basis.

3. Conduct program operations in a setting that is clean, well maintained, and safe.

4. Assist youth in obtaining employment, additional education or training, or entry into the Armed Forces.

5. Provide support which prepares graduates to maintain long-term attachment to the labor market or educational opportunities.

6. Integrate center operations with 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 shall be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the disputes clause.

C. Center Design

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

Category	**Number**
Residential Male Students	0
Residential Female Students	325
Subtotal Residential Students	**325**
Nonresidential Male Students	35
Nonresidential Female Students	155
Subtotal Non-residential Students	**190**
Estimated Total Average On-Board Strength	**515**

The contractor shall be continually prepared to receive a sufficient number of students to maintain the average on-board strength capacity noted above and a surge capacity of 103 percent. Performance up to 103 percent of capacity shall be performed within the estimated cost of this contract. Performance below 100 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 shall be provided the following services:

1. Transportation for training days and for recreational activities

2. A locker, lock, and nonresidential student lounge.

3. Lunch for all training days.

4. Breakfast on all training days.

5. Supper and weekend meals if the student wishes to remain on center. Transportation at additional cost to the center is not mandatory when students stay for supper and weekend meals.

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

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

Nonresidential students will come from within the **counties of Fulton & Dekalb, Georgia**

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 670. The contractor shall follow the PRH, the Regulations, and all other requirements established in this contract. The PRH is available at **http://jcweb.jobcorps.org:7108/documents/docu.htm**

E. Vocational Offerings by National Office Contractors

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 303.

C.2 SITE

The **Atlanta** Job Corps Center is located in the city of **Atlanta** in Fulton County in the State of **Georgia**. The property consists of approximately 3 acres of land, and consists of one main facility, a former hotel building which is a five story brick structure of approximatelsy 109,560 gross square feet. Also located on the site are maintenance, academic, vocational building ; HBI equipment and material storage, HBI greenhouse, additional storage, maintenance storage, flammable storage, Culinary Arts building, and 3 trailers supporting additional office and classroom space.

C.3 PROGRAM CONTENT

A. Outreach and Admissions

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

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

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

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

Youth screened for the Atlanta Job Corps Center shall come from: the state of Georgia.

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

a. **Eligibility Determination and Screening Factors:** The contractor shall assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH, 1.2 and Exhibit 1-1.

b. **Information to Applicants:** The contractor shall provide applicants with accurate information about the Job Corps program, and about specific Job Corps centers, in accordance with PRH 1.3.

c. **Readmission:** The contractor shall assess and verify that applicants for readmission meet criteria found in PRH, 1.4.

d. **Applicant Assignments:** The contractor shall provide a regular flow of applicants for assignment to centers in accordance with Regional procedures and PRH 1.5.

e. **Enrollment Readiness:** The contractor shall ensure that assigned applicants are fully prepared for successful center enrollment in accordance with requirement listed in PRH 1.6.

B. <u>Career Preparation Period</u>

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

1. **Center Plan:** The contractor shall develop a comprehensive Career Preparation Plan that will ensure efficient and effective delivery of services to students. Specific requirements for a delivery system are outlined in PRH, 2.1.

2. **Introduction to Center Life:** The contractor shall provide a comprehensive introduction to center life for new arrivals. The program shall provide activities to assist students in learning about center offerings, standards and procedures and assist them in making a successful transition to center life. Requirements for program content and structure are contained in PRH, 2.2.

3. **Student Assessment:** The contractor shall assess student needs and interests so that services can be assigned appropriately. Requirements for program content and structure are contained in PRH, 2.3.

4. **Personal Counseling:** The contractor shall provide initial intervention and counseling services to address the personal and social development needs of students, and to coordinate the delivery of center and community services. Requirements are contained in PRH 2.4.

5. **Student Career Planning:** The contractor shall provide students with a program of career exploration, and assist students in developing Personal Career Development Plans, in accordance with requirements contained in PRH 2.5.

6. **Navigating the Labor Market:** The contractor shall provide new students with an introduction to fundamental job search and information technology skills needed to successfully navigate the labor market. Requirements are contained in PRH 2.6.

7. **Personal Development Skills:** The contractor shall provide new students with an introduction to social and employability skills, conflict resolution skills and introductory driver's education training to facilitate employment readiness and successful participation in the Job Corps Program. Requirements for program content and structure are contained in PRH, 2.7.

8. **Career Development Readiness:** The contractor shall ensure that students are fully prepared for successful participation in the Career Development Period by providing services required in PRH 2.8.

C. Career Development Period

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

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

At a minimum, the training program shall consist of:

1. **Center Plan**: The contractor shall develop a comprehensive Career Development Plan that will ensure efficient and effective delivery of work place and life skills training to students. Specific requirements for a delivery system are outlined in PRH, 3.1.

2. **Administration and Management of Career Development Services:** The contractor shall develop administrative processes to ensure efficient and effective delivery of training to students. Specific requirements for a delivery system are outlined in PRH, 3.2.

3. **Personal and Career Counseling**: The contractor shall provide students with personal and career counseling services to assess individual needs, provide career guidance and deliver appropriate services to meet individual needs. Personal and Career Counseling services shall be performed in accordance with the requirements of PRH, 3.3.

4. **Student Standards of Conduct:** The contractor shall develop a system which promotes high standards of student conduct through the application of incentives and sanctions. The contractor shall maintain an environment that is free from drugs and violence. Students shall be provided with opportunities for due process in disciplinary proceedings. Rules and procedures for student conduct are provided in PRH, 3.4.

5. **Evaluation of Student Progress:** The contractor shall provide a system for periodically evaluating student progress and collaborating with students to set short and long range career goals. Required content is found in PRH, 3.5.

6. **Center-based Learning Standards:** The contractor shall establish standards for curriculum design, development and implementation. Requirements for content and structure are contained in PRH, 3.6.

7. **Work-based Learning Standards:** The contractor shall incorporate work-based learning as a primary instructional method of training. Students shall be provided opportunities to learn about career opportunities and employer expectations, and to learn about and apply new occupational skills in actual work places and on work projects, including VST projects. Specific requirements regarding training methods and procedures are found in PRH, 3.7.

8. **Reading**: The contractor shall develop and administer reading skills instruction which provides students with the skills needed for employment in their chosen careers and assists them to function independently in society. Instruction is required for each of the reading competencies listed in PRH, 3.8.

9. **Communication Skills:** The contractor shall develop and instruct students in communication skills to improve written, verbal and non-verbal communications. Instruction is required for each of the communications competencies listed in PRH, 3.9.

10. **Mathematics**: The contractor shall develop and administer instruction in mathematics skills which provides students with the skills needed for employment in their chosen careers. Instruction is required for each of the mathematics competencies listed in PRH, 3.10.

11. **GED Certificate/High School Diploma**: The contractor shall provide students with the skills and knowledge necessary to pass the examination for the General Educational Development Certificate (GED) or to obtain their High School Diploma (HSD). The contractor shall make every possible effort to assure that students attain their GED or HSD. Specific requirements for the GED/HSD program are found in PRH, 3.11.

12. **English as a Second Language (ESL) (☐ is ☒ is not applicable to this contract)**: If applicable, the contractor shall provide students with limited English proficiency the opportunity to develop English language and acculturation skills. Specific requirements for ESL are contained in PRH, 3.12.

13. **Vocational Training**: The contractor shall provide individualized competency-based vocational training for students. Training shall provide students with the skills required for entry-level employment in specific careers approved by the Department of Labor. Specific requirements for vocational training are listed in PRH, 3.13.

The following vocational programs are currently offered at the center:

Vocational Offerings	**Training Slots**	
	On Center	**Off Center**
Business Technology	85	
Health Occupations	30	
Food Service	20	
Facility Maintenance by Home builder institue	24	
Transporation Communication Union		40
Advance Career Training		20
Off Center Training (OCT)		30
Totals	**159**	**90**

14. **Advanced Career Training (☒ is ☐ is not applicable to this contract)**: The contractor shall provide advanced career training through enrollment in post-secondary institutions to students who demonstrate the potential to successfully participate in higher education. The program shall meet all the requirements of PRH, 3.14.

15. **Employability Skills Training**: The contractor shall 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 shall make them assets to employers. Specific skills and knowledge which must be incorporated into all training activities are outlined in PRH, 3.15.

16. **Information Technology:** The contractor shall provide students with instruction and practice in applied information technology, computer-based learning, and business-related technology. Specific skills and knowledge which must be incorporated into all training activities are outlined in PRH, 3.16.

17. **Diversity Training**: The contractor shall develop activities designed to increase understanding among members of the various ethnic, racial, and religious groups and which prepare students to live and work in a diverse society. Requirements for structure and content are found in PRH, 3.17.

18. **Residential Living**: The contractor shall create a safe, clean and attractive environment that allows students to learn and practice independent and community living skills. Requirements and content are found in PRH 3.18.

19. **Wellness**: The contractor shall 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, 3.19.

20. **Social Skills Training**: The contractor shall conduct social skills training which provides students with opportunities to learn and practice socially acceptable behaviors and skills which shall enable them to function successfully in the workplace and community. Requirements for structure and content are found in PRH, 3.20.

21. **Recreation and Leisure Time**: The contractor shall provide students a comprehensive program of recreational activities and events which promotes productive and socially acceptable use of leisure time. Activities shall be provided that build self-esteem and enhance the Job Corps experience by providing opportunities for all students to participate in enjoyable and safe activities. The program shall meet all the requirements of PRH, 3.21.

22. **Student Government and Leadership**: The contractor shall develop and support a activities which enable students to learn and practice skills in leadership, citizenship, and self-government. The activities shall include a student benefit fund, to be managed by student government with the assistance of center staff. Requirements for content and structure are contained in PRH, 3.22.

23. **Driver Education**: The contractor shall provide driver education training to all students who do not already possess driver's licenses. Students shall be provided the skills and knowledge necessary to pass the State examination and shall be given the opportunity to acquire a driver's license while enrolled. Specific requirements for driver education are contained in PRH, 3.23.

24. **Career Transition Readiness**: The contractor shall develop and implement systems and procedures to assist students to effectively transition from center life to the workforce. Requirements are detailed in PRH 3.24.

D. Career Transition Services

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

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

☒_ **enrolled at the Atlanta Job Corps center.**
☒ **returning to the following geographic area: as noted in section j attachment-21**
☒**relocating to the following geographic area: as noted in section j attachment-21**

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

255 Graduates.
153 Former enrollees.

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

The contractor shall assist eligible students in entering and maintaining long-term attachment to the labor market or further educational opportunities and training by:
Providing personalized career transition services
Providing them with access to services that support successful transition.
Identifying and making referral to suitable employment or educational opportunities.

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

At a minimum, the program shall consist of:

1. **Career Transition Plan:** The contractor shall develop a comprehensive Career Transition Plan that will ensure efficient and effective delivery of career transition services to eligible graduates and former enrollees. Specific requirements for the plan are outlined in PRH, 4.1.

2. **Eligibility for Services:** The contractor shall provide post-center career transition services to eligible graduates and former enrollees. Service shall be provided throughout the CTS service period prescribed by the PRH 4.2.

3. **Career Transition Services for Graduates**: The contractor shall maintain contact with separated graduates, provide assessments, conduct placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout CTS service period to ensure that the graduate remains connected to the labor market following separation. The contractor shall arrange to transfer responsibility if the individual relocates outside of the service area during the service period. Specific services are detailed in PRH 4.3.

4. **Career Transition Services for Former Enrollees:** The contractor shall maintain contact with eligible separated former enrollees during the service period until initial placement to identify job leads and provide referrals, as specified in PRH 4.4.

5. **Documentation, Reporting and Verification**: The contractor shall establish a uniform system for documenting, verifying and reporting Career Transition Services, using the criteria in PRH, 4.5.

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to rimburse the government in an amount set forth in this contract.

E. Management

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

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

At a minimum, the program shall consist of:

1. **Program Management**: The contractor shall establish systems which ensure achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 5.1.

2. **Personnel**: The contractor shall recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 5.2, and Exhibit 5-3. The contractor shall develop and implement policies which promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.

3. **Staff Training**: The contractor shall provide training opportunities which ensure that staff possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 5.3, and Exhibit 5-4.

4. **Personal Safety and Security**: The contractor shall develop and implement procedures to ensure that students feel safe and secure on center and that their rights are protected. Rules for protection of students, staff and property are outlined in PRH, 5.4.

5. **Management and Reporting of Significant Incidents**: The contractor shall develop and implement procedures to prevent, resolve and report significant incidents in order to reduce negative impact on students, the community, and the Job Corps program. Guidelines for reporting and managing significant incidents are found in PRH, 5.5.

6. **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, in accordance with PRH 5.6.

7. **Financial Management**: The contractor shall develop and maintain systems to effectively plan, budget and control expenses which shall safeguard public funds and ensure the cost-effective provision of services to meet program goals. The contractor shall establish and maintain a financial management system which meets all the requirements of PRH, 5.7, and Appendices 502 and 503.

8. **Facilities:** The contractor shall establish and maintain a system for facilities maintenance in order to provide a safe and clean environment for students. Facilities shall be maintained and managed in accordance with PRH 5.9, 5.10, and 5.11.

9. **Energy and Water Conservation:** The contractor operates an energy conservation program to promote energy conservation and reduce overall operations costs, in accordance with PRH 5.12.
10. **Environmental Health:** The contractor shall ensure that students and staff work and live in environmentally healthy surroundings, in accordance with PRH 5.13.

11. **Safety:** The contractor shall provide a safe training, living and working environment and provide opportunities for students to learn and practice workplace safety procedures in accordance with PRH 5.14 and Appendix 505.

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

    The contractor shall submit to the COTR 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 shall become income to the contract and reported as a reduction to costs on center financial reports.

F. Administrative Support

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

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

At a minimum, the program shall consist of:

1. **Student Attendance, Leaves, and Absences**: The contractor shall establish systems to monitor and track student attendance, provide leave when appropriate, and respond promptly when students are absent without authorization. Required elements for each of these systems are listed in PRH, 6.1.

2. **Student Allowances and Allotments**: The contractor shall establish systems for issuing student allowances, allotments and transition payments. The systems shall be uniformly administered and easily understood by the student population. Criteria for payment of allowances, allotment and transition payments are detailed in PRH, 6.2. and Exhibit 6-2.

3. **Student Records Management**: The contractor shall maintain student records in a manner 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, 6.3.

4. **Student Enrollments, Transfers, and Separations**: The contractor shall complete all enrollment, transfer, and separation transactions in accordance with PRH, 6.4.

5. **Student Clothing**: The contractor shall provide clothing for students and shall guide them in making wardrobe selections which shall be suitable for the workplace. Specific requirements concerning clothing allowances and record keeping systems are found in PRH, 6.5.

6. **Student Transportation**: The contractor shall provide economical transportation to students in accordance with PRH, 6.6, and Exhibit 6-3. The contractor shall implement procedures for the recovery of unused transportation tickets, and shall reimburse the government for the cost of un-recovered tickets in accordance with Job Corps policy.

7. **Food Service**: The contractor shall 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, 6.7.

8. **Student Civil Rights, Non-discrimination, and Legal Services**: The contractor shall implement procedures that protect students' civil rights and promote an environment free from discrimination and harassment. Required processes for preventing and resolving student complaints are listed in PRH, 8.8 and Appendix 602.

9. **Student Support Services**: The contractor shall ensure that students receive the basic support services included in PRH, 6.9. The contractor shall provide students with opportunities to vote and attend religious services if they so choose.

10. **Student Health Services**: The contractor shall provide students with routine health services, support, and education, either directly or through referral to other providers, which shall enhance students' employability and encourage students to maintain a healthy lifestyle. Routine medical, dental and mental health services and related health programs shall be delivered and administered in accordance with PRH 6.10, 6.11, 6.12, Exhibits 6-4, 6-5, and Appendices 603 and 604.

11. **Child Development Programs:** The contractor shall assist Job Corps students to arrange suitable child care for their dependent children while they are enrolled in Job Corps as described in PRH, 6.13.

12. **On Center Child Care Program (☒ is☐ is not required)**: The contractor shall provide a structured child development program at the Atlanta Job corps Center for approximately **52** children. Child development programs shall be operated in accordance with Exhibit 6-8 and Appendix 604.

13. **Administration of Residential Parent/Child Program (☐ is ☒is not required)**: The contractor shall provide a residential training program for approximately __ single parents and their children. Parents and children shall live together in a dormitory specifically designed to accommodate children. The contractor shall provide a safe, healthy living environment for parents and their children by implementing procedures for handling emergencies and illness, and for ensuring that the operator of the on-site CDC follows similar procedures. Minimum requirements are found in PRH 6, Appendix 604, and Exhibit 6-9.

SECTION D. PACKAGING AND MARKING

Not Required

SECTION E. INSPECTION AND ACCEPTANCE

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

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

B. The COTR is authorized to:

1. Monitor and inspect contractor's performance to ensure compliance with the scope of work.

2. Make determinations relative to satisfactory or unsatisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.

3. Review and approve invoices.

4. Review and approve contractor's project staff as may be called for on the contract.

5. Recommend program changes to the Contracting Officer as a result of monitoring or as may be requested by the contractor.

6. Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.

7. Review and approve required plans, i.e., CDSS Plan, VST 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 COTR at the contractor's offices, the Job Corps Center or at the U. S. Department of Labor, Employment and Training Administration, Regional Office. Inspection and acceptance activities required by this contract shall be performed as directed by the Contracting Officer.

E.2 52.246-5--INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

A. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

B. The contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

C. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that shall not unduly delay the work.

D. If any of the services performed do not conform to 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.

E.3 Government Quality Assurance Surveillance Plan

In accordance with FAR 37.602-2, the Government shall conduct quality assurance and performance assessment functions to the extent necessary to determine whether the contractor has fulfilled the contract obligations pertaining to quality and quantity, including achievement of outcomes as specified in the contract. Under the terms of this contract, the contractor shall be eligible to earn incentive fee based on achievement of performance results within the Outcome Measurement System. (See Incentive Fee, Section G.)

SECTION F. DELIVERIES OR PERFORMANCE

F.1 TYPE OF CONTRACT

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

F.2 PERIOD OF PERFORMANCE

A. The term of the contract is for a base period of 2 years with three 1-year option periods. The contractor shall operate the **Atlanta** Job Corps Center located in **Atlanta, Georgia** during the period of **December 1, 2004 through November 30, 2006,** and if appropriate, shall perform necessary functions related to a transition period for assuming responsibility for the operation of the Center for the month of November, 2004.

B. Input Schedule: ☒ Applicable ☐ Not Applicable

Annual Arrival by Month			
Month	**Male**	**Female**	**Total**
January	**3**	**30**	**33**
February	**3**	**30**	**33**
March	**3**	**30**	**33**
April	**3**	**30**	**33**
May	**3**	**30**	**33**
June	**3**	**30**	**33**
July	**0**	**10**	**10**
August	**3**	**30**	**33**
September	**3**	**30**	**33**
October	**3**	**30**	**33**
November	**3**	**30**	**33**
December	**0**	**10**	**10**
Total:	**30**	**320**	**350**

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

F.3 52.242-15–STOP WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –

(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if –

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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

52.242-15– ALTERNATE I (APR 1984)

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

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 FUNDING AND FINANCIAL ADMINISTRATION

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

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of Executive Level II ($157,000 per year.) Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate of $157,000. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract including subcontracted services.

The 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 shall be operative under this contract until such time as the Government may incrementally increase it.

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

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

A. Estimated Cost, Fixed & Incentive Fee

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

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

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

Estimated Average Base Period Operating Costs:

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

B. Summary of Funds Available

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

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

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

C. Payment and Payment Due Date

1. Allowable Costs

In accordance with Clause 52.216-7, “Allowable Costs and Payment,” the contractor shall be reimbursed for allowable, allocable costs incurred in performance of the work under this contract. In addition to reimbursements for direct costs incurred, the contractor shall be reimbursed for indirect costs in accordance with the FAR 42.7, “Indirect Cost Rates.” Indirect Cost Rates shall be negotiated by the 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 □Applicable □Not Applicable	Total Direct Salaries and Wages (□including/□excluding fringe benefits)					
	Total Indirect Cost					

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

In no event shall the reimbursement for G&A 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 career transition services. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead expense due to the contractor, or refund due to the Government in the event that the amount billed exceeds the total amount payable under the contract.

2. Fixed Fee (See Clause 52.216-08 (Mar-97))

3. Incentive Fee

Under the terms of this cost plus incentive fee contract, the contractor shall be paid a base fixed fee, and shall have the opportunity to earn an incentive fee and a performance excellence bonus based on achievement of goals. For purposes of this contract, the contractor′s performance and the amount of incentive fee earned shall be determined annually at the close of the contract year, based on achievement of goals within Job Corps' Outcome Measurement System.

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

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

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

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

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

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

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

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

Fixed fees for Outreach/Admissions shall be as follows: N/A

OUTREACH/ADMISSIONS	
Contract Year	**Base Fixed Fee**
1	$
2	$
3	$
4	$
5	$

Fixed and incentive fees for Career Transition Services shall be as follows:

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

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

5. Prompt Payment

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

D. Limitation on Withholding of Payments

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

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

E. Invoice Requirements

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

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

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

   a. Name of the business concern or agency preparing invoice;
   b. Date invoice is prepared;
   c. Contract number; and
   d. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.

2. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract.

3. Standard Form 1034 shall be used for invoicing purposes and may be obtained from the GSA Regional Office. Each invoice shall be numbered consecutively and shall include costs, G&A, overhead, fixed and incentive fee incurred for the current period; and a report reflecting the cumulative total costs, G&A, overhead, and total cumulative fixed and incentive fee incurred.

4. For the purpose of this contract the COTR is hereby designated the authorized representative for the Contracting Officer for processing provisional payment of invoices, cost contractor's invoices, cost contractor's detailed statement of costs, per the provisions of Clause 52.216-07, Allowable Cost and Payment, except that the final invoice shall be forwarded to the Contracting Officer. The right to determine whether costs are allowable, disallowable, or should be suspended is not redelegated, but is reserved for the Contracting Officer.

G.2 INTERPRETATION OR MODIFICATIONS

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

G.3 52.217-08–OPTION TO EXTEND SERVICES (NOV 1999)

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

G.4 52.217-09--OPTION TO EXTEND THE TERM OF CONTRACT (MAR 2000)

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

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

Estimated Cost, Fixed and Incentive Fee				
Cost Category		**OY1**	**OY2**	**OY3**
a.	Operations	$	$	$
b.	Fixed Fee	$	$	$
c.	Incentive Fee	$	$	$
d.	**Total Direct & Indirect Operations (c+f):**	$	$	$
e.	Construction and Rehabilitation	$	$	$
f.	GSA Vehicle Rental	$	$	$
g.	Equipment	$	$	$
h.	VST	$	$	$
i.	**Total Capital:**	$	$	$
j.	Outreach/Admissions	$	$	$
k.	Fixed Fee	$	$	$
l.	Incentive Fee	$	$	$
m.	**Total Outreach/Admissions:**	$	$	$
n.	Career Transition Services	$	$	$
o.	Fixed Fee	$	$	$
p.	Incentive Fee	$	$	$
q.	**Total Career Transition Services:**	$	$	$
Total Estimated Cost (h + m + q + u):		$	$	$

G.5 OPTIONS

A. Contract Terms and Conditions for Options

The Contracting Officer shall analyze the option year cost in relation to the current market price in deciding whether to exercise the option. In addition, factors to be considered by the Contracting Officer in the awarding of the option include the contractor's performance compared to performance standards established by the 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 shall not be exercised. If the analysis of the above factors results in a favorable determination that is advantageous to the Government, the option may be exercised.

B. Request for Change In Option Price

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

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

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.

G.7 LIQUIDATED DAMAGES FOR PLACEMENTS FOUND TO BE INVALID

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to reimburse the government in the amount of $ _____ per invalid placement. *Offerors should provide an explanation of these costs were developed in the Business Management Proposal.*

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COST

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

H.2 PAYMENT OF ROYALTIES

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

H.3 DUPLICATION OF EFFORT

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

H.4 OTHER CONTRACTORS

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

H.5 TRAVEL AND PER DIEM

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

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

H.6 WAGE COMPARABILITY

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

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

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

A. The Service Contract Act of 1965 is 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 Department of Labor is responsible for obtaining prevailing wage rates for service type subcontracts and shall make applicable wage rates a part of this contract.

H.8 COMPLIANCE WITH COPELAND REGULATIONS

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

H.9 WITHHOLDING

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

H.10 RELIGIOUS AND POLITICAL ACTIVITY

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

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

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

H.12 CONTRACT IDENTIFICATION NUMBER

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

H.13 SUBMISSION OF CORRESPONDENCE

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

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

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

H.15 PATENT RIGHTS

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

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

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

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

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

- ✓ Longshore workers instead of longshoremen.

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

- ✓ Aviator to include men and women pilots, not aviatrix.

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

- ✓ Human beings or people instead of mankind.

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

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

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

- ✓ The lawyer made her final summation.

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

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

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

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

H.17 TITLES TO STUDIES

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

H.18 PRINTING AND DUPLICATING

This clause is applicable to all contracts 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 copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.

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

C. The contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so. All subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, nor 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 shall be determined on a case-by-case basis taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in their field, comparable pay for positions under the Classification Act or other Federal pay system (i.e., As a percent of maximum compared to GS ratings - GS-12, 55 percent, GS-13, 65 percent, GS-14, 75 percent, GS-15, 85 percent, SES-1, 96 percent, SES-2, 98 percent, SES-3, 100 percent), rates paid by private employers, and rates previously paid other experts or consultants for similar work.

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

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

H.22 RENTAL COST OF FACILITIES

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

H.23 CLOSE-OUT PACKAGE

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

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

A closeout notification letter, documents and instructions will be provided by the Government 30 calendar days prior to the contract expiration.

SECTION I. CONTRACT CLAUSES AND PROVISIONS

52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE	DATE	TITLE
52.202-1	(Oct-95)	Definitions
52.203-3	(Apr-84)	Gratuities
52.203-5	(Apr-84)	Covenant Against Contingent Fees
52.203-6	(Jul-95)	Restrictions on Succontractors Sales to the Government
52.203-7	(Jul-95)	Anti-Kickback Procedures
52.203-8	(Jan-97)	Cancellation, Rescission, and Recovery of Funds for Ilegal or Improper Activity
52.203-10	(Jan-97)	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	(Jun-97)	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	(Aug-00)	Printed or Copied Double-Sided on Recyceld Paper
52.204-7	(Oct-03)	Central Contractor Registration
52.207-3	(Nov-91)	Right of First Refusal of Employment
52.209-6	(Jul-95)	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.215-1	(May-01)	Instructions to Offerors-Competitive Acquisition.
52.215-2	(Jun-99)	Audit and Records-Negotiation
52.215-8	(Oct-97)	Order of Precedence-Uniform Contract Data
52.215-10	(Oct-97)	Price Reduction for Defective Cost or Pricing Data
52.215-11	(Oct-97)	Price Reduction for Defective Cost or Pricing Data-Modifications
52.215-12	(Oct-97)	Subcontractor Cost or Pricing Data
52.215-13	(Oct-97)	Subcontractor Cost or Pricing Data-Modifications
52.215-14	(Oct-97)	Integrity of Unit Prices
52.215-15	(Dec-98)	Pension Adjustment and Asset Reversions
52.215-18	(Oct-97)	Revision or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions

52.216-7	(Feb-02)	Allowable Cost and Payment
52.216-8	(Mar-97)	Fixed Fee
52.216-26	(Mar-00)	Payments of Allowable Costs Before Definitization
52.219-8	(Oct-00)	Utilization of Small Business Concerns
52.219-9	(Jan-02)	Small Business Subcontracting Plan
52.219-16	(Jan-99)	Liquidated Damages-Subcontracting Plan
52.219-23	(Oct-97)	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns
52.222-1	(Feb-97)	Notice to the Government of Labor Disputes
52.222-2	(Jul-90)	Payment for Overtime Premiums
52.222-3	(Aug-96)	Convict Labor
52.222-4	(Sep-00)	Contract Work Hours and Safety Standards Act-Overtime Compensation
52.222-6	(Feb-95)	Davis-Bacon Act
52.221-21	(Feb-99)	Prohibition of Segregated Facilities
52.222-26	(Feb-99)	Equal Opportunity
52.222-35	(Apr-98)	Affirmative Action for Disabled Veterans and Veterans of the Vietman Era
52.222-36	(Jun-98)	Affirmative Action for Disabled veterans and Veterans of the Vietmam Era
52.222-37	(Jan-99)	Employment Reports on Disabled Veterans and Veterabs of the Vietnam Era and Veterans of the Vietnam Era
52.223-3	(Jan-97)	Hazardous Material Identification and Material Safety Data
52.223-4	(Oct-97)	Recovered Material Certification
52.223-5	(Apr-98)	Pollution Prevention and Right-to Know Information
52.223-6	(Jan-97)	Drug-Free Workplace
52.223-10	(Aug-00)	Waste reduction Program
52.223-12	(Jun-96)	Refrigeration Equipment and Air Conditioners
52.223-14	(Oct-00)	Toxic Chemical Release Reporting
52.224-1	(Apr-84)	Privacy Act Notification
52.224-2	(Apr-84)	Privacy Act
52.225-1	(Feb-00)	Buy American Act-Balance of Payments Program-Supplies
52.225-2	(Feb-00)	Buy American Act-Balance of Payments Program-Certificate
52.225-13	(Jul-00)	Restrictions on Certain Foreign Purchases
52.227-1	(Jul-95)	Authorization and Consent

52.227-2	(Aug-96)	Notice and Assistance Regarding Paten and Copyright Infringement
52.227-14	(Jun-87)	Rights in Data-General
52.228-7	(Mar-96)	Insurance-Liability to Third Persons
52.228-8	(May-99)	Liability and Insurance-Leased Motor Vehicles
52.230-2	(Apr-98)	Cost Accounting Standards
52.230-3	(Apr-98)	Disclosure and Consistency of Cost Accounting Practices
52.230-6	(Nov-99)	Administration of Cost Accounting Standarda
52.232-9	(Apr-84)	Limitation on Withholding of Payments
52.232-17	(Jun-96)	Interest
52.232-18	(Jul-84)	Availability of Funds
52.232-22	(Apr-84)	Limitation of Funds
52.232-23	(Jan-86)	Assignment of Claims
52.232-25	(Jun-97)	Prompt Payment
52.232-33	(May-99)	Payment by Electronic Funds Transfer-Central Contractor Registration
52.232-34	(May-99)	Payment by Electronic Funds Transfer-Other than Central Contractor Registration
52.233-1	(Dec-98)	Disputes/Alternate I (Dec-91)
52.233-3	(Aug-96)	Protest after Award/Alternate I (Jun-85)
52.237-1	(Apr-84)	Site Visit
52.237-2	(Apr-84)	Protection of Government Buildings, Equipment, and Vegetation
52.237.3	(Jan-91)	Continuity of Services
52.242-1	(Apr-84)	Notice of Intent to Disallow Costs
52.242-2	(Apr-91)	Production Progress Reports
52.242-3	(Oct-95)	Penalties for Unallowable Costs
52.242-4	(Jan-97)	Certification of Indirect Costs
52.242.13	(Jul-95)	Bankruptcy
52.242-15	(Aug-89)	Stop Work Order-Alternate 1
52.243-2	(Aug-87)	Changes-Cost Reimbursement/Alternate I (Apr-84)
52.244-2	(Aug-98)	Subcontracts/Alternate II (Aug-98)
52.244-5	(Dec-96)	Competition in Subcontracting
52.245-5	(Jan-86)	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts)
52.246-25	(Feb-97)	Limitation of Liability-Services

52.249-6	(Sep-96)	Termination (Cost Reimbursement)
52.249-14	(Apr-84)	Excusable Days
52.251-2	(Jan-91)	Interagency Fleet Management System Vehicles and Related Services
52.253-1	(Jan-91)	Computer Generated Forms

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

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

1.3 52.215-19--NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

A. The Contractor shall make the following notifications in writing

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

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

B. The Contractor shall –

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

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

I.4 52.244-2—Subcontracts Alternate II (AUG 1998)

(a) **Definitions. As used in this clause-**

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

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

(2) Is fixed-price and exceeds-

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

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

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

Professional Health Services

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause

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

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

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

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

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

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

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

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

_____

_____

_____

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

NUMBER	TITLE
J-1	Cost and Price Analysis Summary
J-2	Certificate of Current Cost or Pricing Data
J-3	Statement of Financial Capability (ETA 8554)
J-4	Financial Display By Year, ETA 2110 Format (Center instructions see PRH, Ch. 5, Appendix 502) (OA/CTS Instructions see PRH Ch.5 Appendix 503)
J-5	Staffing Chart
J-6	Staff Resource Forms
J-7	Job Corps Publications List
J-8 *	State of **Georgia** Workforce Investment Goals
J-9*	Facility Survey
J-10*	Annual Utilities and Fuel Usage for the last Contract Year
J-11	List of Vocational Skills Training (VST) Slots
J-12	Past Experience Confirmation Questionnaire
J-13	New Contractor Relevant/Transferable Experience Matrix
J-14*	Square Foot Facility Utilization Table
J-15*	Computerized Property Management Listing, Center / GSA Vehicles, and Estimate of inventory value to be turned over by the incumbent contractor
J-16*	Site Map
J-17	Davis-Bacon Wage Determination (State of **Georgia)**
J-18*	Service Contract Act Wage Determination (State of **Gerogia**)
J-19*	Performance Reports Cards (OMS-10, OA OMS-10, CTS OMS-10, MSO-20, VES-10, and MPO-35)
J-20*	Geographical Assignment Plan (GAP)
J-21*	**Atlanta** Job Corps Center Zone of Influence
J-22	Region III Career Development System Plan
J-23	Region III Guidance for Center CDS Plans
J-24	Regional Director RDGRAMS
J-25*	National Staff Compensation Report Data for **Georgia**
J-26	Job Corps Incentive Fee Plan (Performance Base Service Contract Plan)
J-27	Collective Bargaining Agreement (Not Applicable)
J-28	Subcontracting Plan Summary Sheet

* These items will be provided at the Pre-Proposal Conference or upon written request

ATTACHMENT J-1 (page 1 of 4)

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

ATTACHMENT J-1 (page 2 of 4)

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

ATTACHMENT J-1 (page 3 of 4)

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

ATTACHMENT J-1 (page 4 of 4)

FRINGE BENEFITS		%	OY1 Pay Base	Fringe OY 1	%	OY2 Pay Base	Fringe OY 2	%	OY3 Pay Base	Fringe OY 3
1	Unemployment Insurance		$	$		$	$		$	$
2	FICA		$	$		$	$		$	$
3	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			$			$			$

ATTACHMENT J-2

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403.4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm_____

Name_____(SIGNATURE)

Title_____

Date of Execution*** _____

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

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

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

Attachment C

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

RFP NO.

STATEMENT OF FINANCIAL CAPABILITY

=

(Insert the Name and Complete Mailing Address of Offeror)

A. DATE LAST BALANCE WAS PREPARED <<	B. FINANCIAL CONDITION *(As of Date)* _____ 19____
PERIOD COVERED *(Month, Day, Year)*	(1) Cash .....$_____
From To	(2) Current Assets .....$_____
	(3) Current Liabilities .....$_____
	(4) Net Worth .....$_____
C. DATE FISCAL YEAR ENDS *(Month, Day, Year)* <	

D. FINANCIAL ARRANGEMENTS TO FACILITATE PERFORMANCE DURING INITIAL PHASE OF CONTRACT *("X" appropriate box(es))*

(1) Own Resources ☐ Yes ☐ No (2) Bank credit ☐ Yes ☐ No *If "YES" complete* <	a. Name of Bank(s): b. Amount $_____
(3) Other *(If "YES", specify)* ☐ Yes ☐ No	

E. IF ADVANCE PAYMENT IS INDICATED UNDER D(3) ABOVE, COMPLETE THE FOLLOWING:-

(1) Estimated Amount of Advance Payment $_____ for _____ months.	(2) The following advances from the Government are presently being received: *(Complete Columns "a" thru "e" below)*

AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH
(a)	(b)	(c)	(d)	(e)

ETA 8554 (Mar. 1981)

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

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

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

(1) Name and Address(es) of Cognizant Government Audit Agency	(2) Name and Address of Government Auditor Telephone No. < < ( ) Area Code

(3) Date Last Rate was Computed and Negotiated ————————————————< (Month, Day, Year)

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

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

ATTACH COMPUTATION DATA USED.

COMMENTS

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

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

ATTACHMENT J-4 (page 1 of 3)

Financial Display by Year (ETA 2110 format)	1ST BASE YEAR		2ND BASE YEAR		TOTAL	
	SY	TOTAL	SY	TOTAL	SY	TOTAL
01 Academic Personnel Exp						
02 Other Academic Exp						
03 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 Personnel Exp						
12 Other Medical 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 Cost						
25 Insurance						
26 Motor Vehicle Expense						
27 Travel and Training						
28 Contractor's Base Fixed Fee						
29 Contractor’s Incentive Fee						
30 Net Center Operations Expense						

ATTACHMENT J-4 (page 2 of 3)

Financial Display by Year (ETA 2110 format)	1ST OY		2ND OY		3RD OY		TOTAL 5-YR CONTRACT	
	SY	TOTAL	SY	TOTAL	SY	TOTAL	SY	TOTAL COST
01 Academic Personnel Exp								
02 Other Academic Exp								
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 Personnel Exp								
12 Other Medical 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 Cost								
25 Insurance								
26 Motor Vehicle Expense								
27 Travel and Training								
28 Contractor's Base Fixed Fee								
29 Contractor’s Incentive Fee								
30 Net Center Operations Expense								

ATTACHMENT J-4 (page 3 of 3)

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

ATTACHMENT J-5 (page 1 of 13)

STAFFING CHART

Instructions for Completing the Staffing Chart:

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

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

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

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

Definitions.

1. Function. The major purpose of the position.
2. Sub-Function. A more precise description than the function. If none is needed do not complete the column.
3. Line Number. The ETA 2110 cost line number. See PRH, Chapter 5.
4. Cost Code. The cost reference code from the instructions in the PRH, Chapter 5, Appendix 502.
5. Number. The number of staff at each position title. If none are proposed, leave the line blank. If one person performs more than one function or one person performs the same function in two or more different functional areas, show the allocation of that person's time as a decimal (e.g., .5) allocation to the proper line.
6. Remarks. The Center title, if different from the function title shown, and any comments you wish to make
7. Note. If a position is contracted show the number in parentheses ( ) and indicate the Line Number and Cost Code to which the cost is charged in the remarks column.

ATTACHMENT J-5 (page 2 of 13)

Staffing Chart		
Line 01 Academic Personnel	**Number**	**Remarks**
Student Training Director		
Academics Manager		
Academics Clerical		
Instructors: Please list by Academic Program		
Reading		
Math		
GED		
Driver Education		
Career Skill		
Testing Coordinator		
Instructor Substitute		
Other Academic Positions (Specify)		
Scheduling & Accountability Clerk		
Total FTE'S		

ATTACHMENT J-5 (page 3 of 13)

Staffing Chart		
Line 03 Vocational Personnel	**Number**	**Remarks**
Vocational Manager		
Vocational Clerical		
Career Exploration Coordinator		
Instructors: Please list by Vocational Offering		
VST Coordinator		
WBL Coordinator		
Instructor Substitute		
Other Vocational Positions (Specify)		
Total FTE”S		
Total NTC’S		

ATTACHMENT J-5 (page 4 of 13)

Staffing Chart		
Line 05 Social Skills Personnel	**Number**	**Remarks**
Director of Residential Living		
Residential Living Manager		
Residential Living Supervisor		
Residential Living Clerk		
Senior Counselor		
Counselor		
Counselor Aide		
Center Standards Officer		
Senior Resident Advisor		
Residential Advisor		
Recreation Manager		
Recreation Supervisor		
Recreation Instructor		
Recreation Specialist		
Recreation Aide		
Career Preparation Specialist		
Diversity Coordinator		
Student Government Leader/SWF Advisor		
Safety Program Instructor		
Clerk/Typist		
Other Social Skills Positions (Specify)		
Total FTE”S		

ATTACHMENT J-5 (page 5 of 13)

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

ATTACHMENT J-5 (page 6 of 13)

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

ATTACHMENT J-5 (page 7 of 13)

Staffing Chart		
Line 13 Child Care Center	**Number**	**Remarks**
Child Care Director		
Child Care Manager		
Child Care Specialist		
Child Care Aide		
Child Care Teacher Aide		
Child Care Clerical		
Pre-School Instructor		
Pre-School Instructor Substitute		
Day Care Specialist		
Day Care Specialist Substitute		
Other Child Care Positions (Specify)		
Total FTE”S		

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

Staffing Chart		
Line 15 Administrative Personnel (cont)	**Number**	**Remarks**
Payroll clerk		
Clothing Clerk		
Transportation Clerk		
Legal Services Clerk		
Accountability Clerk		
ADP Programmer		
ADP Specialist		
Clerical		
Other Administration Positions (Specify)		
Total FTE”S		

ATTACHMENT J-5 (page 10 of 13)

Staffing Chart		
Line 18 Facilities Maintenance	**Number**	**Remarks**
Maintenance Manager		
Maintenance Supervisor		
Clerical		
Maintenance Engineer		
Maintenance Mechanic		
Maintenance Helper		
Grounds keeper		
Janitor		
Other Facility Maintenance Positions (Specify)		
Total FTE”S		

ATTACHMENT J-5 (page 11 of 13)

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

OUTREACH, ADMISSIONS & CAREER TRANSITION SERVICES	NUMBER	REMARKS
OA & CTS Director		
OA Manager		
Admissions Counselor		
OA Clerk		
Total O/A		
Career Transition Services Manager		
Career Transition Services Specialist		
Career Transition Services Clerk		
Total CTS		
Total OA & CTS Personnel		

ATTACHMENT J-5 (page 13 of 13)

Staffing Chart Summary Sheet

2110 LINE ITEM	NUMBER of FTE's
Line 01 Education Personnel	
Line 03 Vocational Personnel	
Line 05 Social Skills Personnel	
Line 09 Support Service Personnel	
Line 11 Medical/Dental Personnel	
Line 13 Child Care Personnel	
Line 15 Administrative Personnel	
Line 18 Facilities Maintenance Personnel	
Line 20 Security Personnel	
Outreach and Admission Personnel	
Career Transition Service Personnel	
TOTAL FULL TIME EQUIVALENT STAFF	
Total Contractor Staff	
Total Sub-Contracted Staff	
Total National Training Contractor Staff	
Total FTE	

STAFF RESOURCE 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.

C. **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 ___ One should also be aware that at this center roughly ____per cent 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 the chart. *The following is an example for the numbers of students and the number of class periods, only to demonstrate how the form is to be completed.*

Staff Position/FTE if less than 1.0	**Responsibility**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Instructor	Carpentry								
Teacher	Math								
Work Based learning	WBL Coordinator								
TOTALS									

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.

D. Residential Advisor Staffing

Where a staff covers two areas, apportion time accordingly. For instance, if a senior RA covers two dorms on a shift, put .5 senior RA in one dorm and .5 in the other. Include all levels of adult dorm staffing excluding managerial and administrative personnel. If an area appears to be staffed low but there are extenuating circumstances such has 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:

<u>REPEAT THE ABOVE PROCESS FOR EVERY DORM THEN COMPLETE THE SUMMARY:</u>

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

Total Dorm Staffing ____

E. **Security Staffing**

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

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

Variance staffing (such as weekends)

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

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

F. **Recreation Staffing.**

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

Also provide the following information:

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

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

G. **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.

H. Outreach and Admissions – (OA)

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

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

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

JOB CORPS PUBLICATIONS LIST

1. Job Corps Federal Regulations – 20 CFR 670, July 1990

2. Policy and Requirements Handbook
   http://jcweb.jobcorps.org:7108/documents/docu.htm

ATTACHMENT J-8

STATE OF GEORGIA WORKFORCE INVESTMENT GOAL

(Available at www.dol.state.ga.us./wp/wia_services.htm)

ATTACHMENT J-9

FACILITY SURVEY

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

ATTACHMENT J-10

ANNUAL UTILITIES AND FUEL USAGE REPORT

For 2003

MONTH	ELECTRICITY		NATURAL GAS		WATER	
	KWH	Cost	Therms	Cost	Gallons	Cost
January	100,578	$8,820	10642.88	$8,407.48	473	$826
February	122,919	$9,468	10418.31	$9,312.54	477	$834.75
March	110,268	$9,084	7493.40	$8,287.85	580	$1,015.00
April	98,567	$7,714	4730.69	$6,604.61	578	$1,011.50
May	159,210	$10,100	4325.33	$5,534.04	750	$1,312.50
June	166,490	$10,519	3535.56	$4,856.94	1003	$1,755.25
July	167,701	$10,720	2890.03	$4,321.79	707	$1,237.25
August	177,397	$10,714	3357.01	$8,545.02	486	$850.50
September	260,708	$13,068	3402.89	$4,124.24	792	$1,386.00
October	168,473	$10,604	326746	$3,818.47	693	$1,178.10
November	114,490	$9,492	3417.35	$3,905.64	508	$863.60
December	108,020	$9,083	9831.03	$7,913.06	460	$782.00
Total	$1,754,821	$119,386	$67,338.95	$75,631.68	7,507	$13,052.72

ATTACHMENT J-11

VOCATIONAL SKILLS TRAINING (VST)

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

Vocational Training Program	Training Slots
Facility Maintenance	**48**
Total	**48**

ATTACHMENT J-12 (page 1 of 4)

Past Experience Confirmation Questionnaire
Atlanta Job Corps Center

To Whom it May Concern:

We _____ ***(please print the company name as it will appear on the proposal submitted in response to this RFP)*** are currently responding to the Department of Labor RFP **#_DOLJ04UA00005** for the procurement of the continued operation of the Atlanta Job Corps Center.

The Department of Labor is placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. Therefore, we are requesting that you provide the following information regarding our performance on the contract identified below. Please complete Sections B-G of this Questionnaire and return it directly to the address shown below no later than **April 1, 2004**.

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

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

(Signature)_____ (Date)_____

(Title)_____

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:	

ATTACHMENT J-12 (page 2 of 4)

B. Outcomes vs. Goals:	
1. Were there measurable performance goals or outcomes associated with this contract? If yes, describe:	☐ Yes ☐ No
For the following questions, where applicable, check the adjectival rating which most closely represents your assessment of the contractor's performance: Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory	
2. How effective was the contractor in achieving those outcomes?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
C. Cost Control: How well has the contractor:	
J. Performed all contracted services within the budget?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
2. Submitted complete and accurate financial reports and invoices?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
3. Has a draft or final audit report disclosed questioned or disallowed costs? If yes, indicate: a period covered by audit b disallowed or recommended for disallowance c disallowed costs as a % of audited funds d administrative findings	☐ Yes ☐ No

Comments: (Explain any ratings below Satisfactory)

Summary Adjectival Rating of Cost Control

☐ Exceptional ☐ Marginal
☐ Very Good ☐ Unacceptable
☐Satisfactory

D. Timeliness of Performance: How well has the contractor:	
1. Completed contract requirements and submitted reports and schedules according to specified time frames?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
2. Responded to technical direction and requests in a timely manner?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory

Comments: (Explain any ratings below Satisfactory)	**Summary Adjectival Rating of Timeliness of Performance** ☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
E. Business Relations: To what extent has the contractor:	
1. Been pro-active in contract monitoring and review?	☐Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
2. Demonstrated a responsive and cooperative working relationship with the Contracting Officer and Project staff?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
3. Promptly notified the Contracting Officer of potential problems?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
4. Used effective approaches and provided technical expertise and resources to solve contract problems?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory

Comments: (Explain any ratings below Satisfactory)	**Summary Adjectival Rating of Business Relations** ☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory

F. Customer Satisfaction: To what extent has the contractor:	
1. Been effective in tailoring the program to meet the needs of the customers?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
2. Shown flexibility in operating the program to meet changing program needs and emphases?	☐ Exceptional ☐ Marginal ☐ Very Good ☐ Unacceptable ☐ Satisfactory
Comments: (Explain any ratings below Satisfactory)	**Summary Adjectival Rating of Customer Satisfaction** ☐ Exceptional ☐ Marginal ☐ Very Good ☐9 Unacceptable ☐ Satisfactory
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/TRANSFERABLE 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 Chapter 1)**		
Career Preparation **(PRH Chapter 2)**		
Career Development **(PRH Chapter 3)** Academic Education Vocational Training Social Skills Training Residential and Independent Living		
Career Transition Services **(PRH Chapter 4)**		

NEW CONTRACTOR RELEVANT/TRANSFERRABLE EXPERIENCE MATRIX

Management Of Mult-discipline programs (PRH Chapter) **Program Management** **Facility Operations & Maintenance** **Financial Management** **Safety & Security**		
Administrative Support (PRH Chapter 6) **Student Support** **Health Administration** **Child Development**		

ATTACHMENT J-14

SQUARE FOOT FACILITY UTILIZATION TABLE

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

ATTACHMENT J-15

COMPUTERIZED PROPERTY MANAGEMENT LISTING CENTER AND GSA VEHICLES

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

SITE PLAN MAP

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

ATTACHMENT J-17

DAVIS-BACON WAGE DETERMINATION

(Is available on the DOL Wage and Hour Website www.access.gpo.gov/davisbacon)

SERVICE CONTRACT ACT WAGE DETERMINATIONS
Statewide for **Georgia**

Wage Determination No: 1994-2131
Revision No.: 23
Date of Last Revision: 09/22/2003

Wage Determination No.: 1994-2139
Revision No.: 26
Date of Last Revision: 5/30/2003

Wage Determination No.: 1994-2134
Revision No: 17
Date of Last Revision: 6/28/2002

Wage Determination No.: 1994-2140
Revision No.: 19
Date of Last Revision: 4/03/2003

Wage Determination No.: 1994-2133
Revision No.: 23
Date of Last Revision: 5/30/2003

The above stated wage determinations will be provided at the Pre-proposal conference or upon written request.

ATTACHMENT J-19

MANAGEMENT INFORMATION SYSTEMS REPORTS

Center Outcome Measurement Standards (OMS-10)

Outreach and Admissions Outcome Measurement Standard (OA OMS-10)

Career Transition Services (CTS OMS 10)

Management Standards Outcome (MSO-20)

Vocational Evaluation Systems (VES-10)

Monthly Center Summary Report (MPO-35)

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

ATTACHMENT J-20

Geographical Assignment Plan
Atlanta

	MR	MNR	FR	FNR	TOTAL
ABC Georgia			40	10	50
DESI Georgia			159	50	209
FLES			50		50
Atlanta JCC		24	100	226	350
Total		24	349	286	659

Atlanta Job Corps Center
Zone of Influence

30308
30309
30310
30311
30312
30314
30315
30316
30318
30319
30331
30344

ATTACHMENT J-22

REGION III, CAREER DEVELOPMENT SERVICE PLAN
(Is available on the Job Corps Training Resource Center Web site
www.insideregion3.com

**First time users must sign-up for a Password and Userid*

Region III Guidance for Center CDSS Plans

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

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

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

1. How is transition handled between the OA and CPP phase?
2. How is the PCDP handled in CPP? Who will access it and for what reason?
3. How is the information contained in the PCDP assessed for adequacy? By who, and when?
4. How is TABE administration and placement accomplished, by whom and when?
5. Who insures safe arrival calls/letters?

6. How is CPP tailored to individual students? What assessments are done and what results will result in what schedules? When is this done?
7. What information is given to students about CTS?
8. How are the core competencies in the PRH to be taught and scheduled in CPP? Be specific regarding scheduling throughout students' stay on center.
9. How are employability expectations transmitted and when?
10. Who updates the PCDP and how are students involved?
11. How is assignment to Driver Education done?
12. How will success or failure in CPP be determined and dealt with?
13. Who is the case manager in this phase and what are the responsibilities of the case manager?

CDP

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

CDP continued

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

CTP

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

RDGRAM #*1*

GED - A perspective

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

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

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

First there is what we see a lot of - individual seat work. This is filling out those workbooks and taking the tests. Some centers, unfortunately, do little else. That's boring for many students and they either sleep, let their minds drift or act out, thereby selecting themselves out of the program.

Then there is computer work. Every class should have students on computers doing individual projects (these are best vocationally individualized) or using self-paced tutorial software. Most classes need 3-5 computers. This should not be seen as a reward for doing the "real work," it is part of the **required** real work.

What is most often lacking in our classrooms are group projects. Students within a class are grouped in three's and four's and given assignments which are due on a particular day requiring them to work together to solve problems and make presentations or write reports. Once again, good programs do not see these projects as "add-on's." This is a good place for applied learning (trade-related) wherein students use what they learn in real-world contexts.

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

RDGRAM *#1(Continued)*

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

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

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

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

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

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

I welcome your comments.

Don Scott
Regional Director

RDGRAM *#2*

Human Resources

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

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

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

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

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

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

RDGRAM *#2 Continued*

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

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

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

RDGRAM *#2 Continued*

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

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

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

I welcome your comments.

Don Scott
Regional Director

RDGRAM *#3*

Environment

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

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

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

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

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

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

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

Maintenance Systems

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

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

RDGRAM *#3 Continued*

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

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

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

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

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

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

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

RDGRAM *#3 Continued*

Ownership

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

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

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

RDGRAM *#4*

Managing Change

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

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

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

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

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

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

RDGRAM *#4 Continued*

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

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

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

RDGRAM *#5*

Schools and Job Corps Centers

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

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

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

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

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

RDGRAM *#5continued*

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

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

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

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

This RDGRAM must be shared with all staff and students.

RDGRAM #6

High School Diplomas – Not all are created equal.

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

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

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

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

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

RDGRAM *#6 Continued*

High School Diplomas – Not all are created equal.

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

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

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

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

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

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

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

RDGRAM *#7*

Career Management – Why take a case management approach?

Over the past two years many staff members in Region 3 have been trained in Career Development Facilitation (CDF). The term "case management" has also been used but some are confused about that term and how it relates to CDF concepts. I am taking this opportunity to provide some clarification.

The case management concept is used in a variety of fields from social work and medical services, to financial management and more. Just put "case management" into a web browser and see how many hits you get. In preparing this I did that and noted Google lists over 567,000 hits and their first page list includes at least three organizations whose sole aim is to instruct and disseminate information on the concept. Anywhere services must be exactly matched to needs; there is a desire to customize the program to suit the customer or patient. So there are now literally hundreds of trainers and software systems supporting the concept.

But what is it, really? Well, in short, customers or clients are assessed and matched with services. Then a case manager or case management team collaborates through counseling and information sharing with the client and among key players Then, as progress is made and the client's needs change, so does the strategy. Documentation is important all along the way. This is exactly what was taught in CDF training. But, wait a minute, isn't this what Job Corps has always done, even before the training?

The answer is "yes" and "no." Certainly to the extent we have done this we have been successful but, far too often, we have fallen short. For instance, the initial assessments we make are sometimes perfunctory at best and based more on what the center has to offer than what the student needs. Other times we make good assessments but fail to use them or pass them along to staff who will need them. A good Career Preparation program will feature a significant assessment of students' needs and desires and will have an array of services both on and off center to meet at least those needs. And then what has been learned in CPP will be shared in CDP.

What about those evaluations we do every 60 days or so to measure progress? First of all, clearly, a customized program would require that assessment intervals also be customized, wouldn't it? I mean every student's needs cannot be adequately served by case feedback every 60 days. In fact, I would offer that no student's needs could really be met with that infrequent feedback. And I am not talking about the day to day enjoiners like, "Good job" and "Watch out." I am talking about a person or team of people evaluating exactly where the student is in the program and providing substantive feedback and developing strategies to get the student through the entire CDSS process obtaining the maximum benefits our program has to offer. That program ends, you will remember, in a career.

RDGRAM #*7 continued*

The documentation I mentioned, isn't that now the ePCDP? It is certainly part of it, as are other items such as case notes, the TAR's and most entries in CIS. In fact, the required Job Corps documentation can be enough if we use it to accomplish the mission and not make *it* the mission. Ask yourself, when you complete these forms, "Is anyone going to be able to use what I have written to help make this young person a success?" If what you really most often ask yourself is, "Is what I have written going to fulfill the requirement to fill this out?" then your efforts may meet the requirement but it may not meet the student's need.

Those of you who have attended meetings with me at the lectern have heard me say that I believe why we do what we do is often more important than what we do. I am convinced that is important to this discussion.

I can understand, for instance, how staff at an auto plant may only be interested in getting their individual jobs right. They may say that if everyone just does their job on the assembly line right, the cars will be just fine. But we all well know that students are not cars, they are members of a sacred trust given us to help move into society, fulfilling each student's true potential. We must be focused on the importance of not just getting our individual jobs right, then, but on collectively ensuring the success of the students in that trust. The case management concept facilitates that.

As you read this, look around, right now and notice the first couple of students you see. Don't they deserve the best career management we can give them? And is that what they are getting? Only when you can answer a resounding "yes!" to both questions are we where we should be.

I welcome your comments on this and any Region 3 policy or priority. You can reach me at scott.donald@dol.gov.

Don Scott

Good reading and handed out at the last CTS conference: Case management A Resource Manual by Adams, Franklin and Taylor. Also, please check out the information on case management on the Region 3 website, insideregion3.com. You will need to sign up and create your own password but there is all sorts of good information on a variety of topics there and, no, you won't get any spam as a result!

National Job Corps
Staff Compensation Report Data
For **Atlanta** Job Corps Center

A diskette with the spreadsheets for Offerors to calculate the data will be provided at the Pre-Proposal Conference or upon written request.

A hard copy of the spreadsheets are attached as a sample on the following pages.

U.S. DEPARTMENT OF LABOR, OFFICE OF JOB CORPS
NATIONAL STAFF COMPENSATION TABLE
Recommended Salary Ranges

a. Name of Center Under Procurement

b. Geographic Adjustment Factor, This Center

c. **Planned Start Date of New Contract**

d. **Cost Inflation Factor (12/01/00 to Contract Start)**

Annual % Rate @

e. **Salary/Fringe Trade Off Adjustment 1/**

Salary as % of Total Compensation

1) Employer Paid Fringe Target Level

2) Offeror's Proposed Average Fringes as % of Salary

3) **Fringe Benefit Compensator**

Level	Representative Job Titles		Minimum	Midpoint for Use in Budgeting	Maximum	Range Spread
1	Child Care Aide Dining Hall/Food Service Aide Laundry Operator	Base Year 1 Base Year 2				
2	Child Care Specialist Clerk/Receptionist Driver Groundskeeper Janitor/Custodian Maintenance Worker Property/Supply Clerk Purchasing Clerk Recreation/Avocation Assistant Student Records Clerk	Base Year 1 Base Year 2				

3	Arts/Crafts Instructor Bookkeeper/Accounting Clerk Cook Dental Assistant HR Specialist/Benefits Assistant Librarian Recreation Specialist Residential Advisor Secretary/Admin Assistant Security Guard/Officer	Base Year 1 Base Year 2	
4	Accountant Dental Hygienist EEO Coordinator Licensed Practical Nurse Property/Supply Manager Senior/Lead Cook	Base Year 1 Base Year 2	
5	ACT Coordinator Bus/Community Liaison Specialist Career Development Specialist Career Exploration Instructor Career Preparation Leader/Instructor Career Transition Specialist Center Standards Officer Child Care Teacher Counselor Dining Hall Manager Director of Counseling Executive Secretary/Office Manager Maintenance Manager	Base Year 1 Base Year 2	

5 continued	Purchasing Agent/Buyer Safety Instructor/Coordinator Student Records Manager Supervisory Residential Advisor TEAP Counselor Testing Coordinator Vocational Instructor Vocational Testing Coordinator VST Project Coordinator Work-Based Learning Coordinator		
6	Academic Instructor Child Care Manager Counseling Supervisor Drivers Education Instructor Finance Manager Human Resources (HR) Manager Recreation Manager Security Manager	Base Year 1 Base Year 2	
7	Registered Nurse IT Systems Administrator	Base Year 1 Base Year 2	
8	Academic Manager Administration Manager/Director Director of Residential Living Health Services Administrator Vocational Manager	Base Year 1 Base Year 2	

9	Deputy Center Director Education and Training Manager	Base Year 1 Base Year 2			
10	Center Director Dentist Doctor of Medicine	Base Year 1 Base Year 2			

1/ Job Corp compensation targets also incorporate 23% allowance for employer paid fringe benefits. In cell e.3, offerors are to enter the amount of employer paid fringe benefits in the proposal as a percentage of salary costs. The fringe benefit compensator will then reduce target salaries when the fringes are above 23% and increase target salaries when the fringes are below 23%.

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					ADJUSTMENTS FOR COST INFLATION AND GEOGRAPHIC LOCATION			
					Current Contract Year	Next Contract Year	Current Contract Year	Next Contract Year
OFFICE OF JOB CORPS Recommended Salary Ranges As of _____ (mid-point for year beginning _____) 100% Ranges					Infl Adjusted to: Annual Rate of:	Infl Adjusted to: Annual Rate of:	Geographic Adjustment Factor	Geographic Adjustment Factor
Level	Representative Job Titles	Minimum	Midpoint	Maximum	Range Spread	Midpt-Curr Yr	Midpt-Next Yr	Midpt-Curr Yr	Midpt-Next Yr
1	Food Service Worker								
2	Records Clerk Receptionist Maintenance Worker Driver								
3	Cook								

	Recreation Specialist Residential Advisor Secretary/Admi n Assistant Security Guard				
4	Licensed Practical Nurse				
5	Career Development Specialist Residential Manager Food Service Manager Counselor Vocational Instructor				
6	Academic Teacher Counseling Supervisor Security Manager				
7	Registered Nurse Systems Administrator				

8	**Career Development Manager Safety Manager Business Manager**				
9	**Director of Training**				
10	**Center Director**				

Office of Job Corps
Performance Based Service Contracting Plan

INTRODUCTION:

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

1. Contractor's Fee:

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

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

2. Establishing the Performance Range:

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

Maximum: level at which the contractor receives the maximum available incentive fee payment.
Minimum: level below which the contractor receives no incentive fee payment

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

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

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

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

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

3. Establishing Fee Levels:

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

Incentive Fee: Incentive fee payments will be earned by the contractor based on the level of achievement within the established National performance range. A range of incentive fee payments will available with the maximum being 2.4% of total direct + indirect costs (or 2/3 the base fixed fee), and the minimum being $0. Incentive fee amounts will be distributed in equal increments throughout the performance range. Incentive Fee will be expressed in the resultant contract as a dollar amount rather than as a percentage.

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

4. Performance Evaluation Periods:

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

5. Billing and Payment of Fees:

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

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

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

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

6. Encouraging Competition For Historically Poor Performing Centers:

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

7. Example:

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

- Incremental payment points within a performance range are shown with no decimal places. In practice, payment increments will be established for OMS ratings to one decimal place.

Sample performance ranges are shown. The actual performance ranges will be established for each PY based on the performance of all centers for the previous year.

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NEW CENTER AWARD - HILLTOP JCC

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

Performance Range

(Contract year crosses PY Performance Ranges)

PY 02

Overall OMS	Incentive Fee	Excellence Bonus	Bonus Fee
100	$240,000	110	$60,000
99	$228,000	109	$54,545
98	$216,000	108	$49,090
97	$204,000	107	$43,635
96	$192,000	106	$38,180
95	$180,000	105	$32,725
94	$168,000	104	$27,270
93	$156,000	103	$21,815
92	$144,000	102	$16,360
91	$132,000	101	$10,905
90	$120,000	100	$5,450
89	$108,000		
	$96,000		
	$84,000		
	$72,000		
	$60,000		
	$48,000		
	$36,000		
	$24,000		
81	$12,000		
80			

PY 03

Overall OMS	Incentive Fee	Excellence Bonus	Bonus Fee
98	$240,000	108	$60,000
97	$228,000	107	$54,545
96	$216,000	106	$49,090
95	$204,000	105	$43,635
94	$192,000	104	$38,180
93	$180,000	103	$32,725
92	$168,000	102	$27,270
91	$156,000	101	$21,815
90	$144,000	100	$16,360
89	$132,000	99	$10,905
88	$120,000	98	$5,450
	$108,000		
	$96,000		
	$84,000		
	$72,000		
	$60,000		
	$48,000		
	$36,000		
	$24,000		
	$12,000		
	$0		

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

(a)	(b)	(c)		(e)		(g)	(h)	(i)		(k)
									Contract Year	
Base Fee	**OMS Score**	**Fee Amount**	**Excellence Bonus**	**Incentive Fee + Bonus * 9/12**	**OMS Score**	**Incentive Fee Amount**	**Excellence Bonus**	**Incentive Fee + Bonus * 3/12**	**Total Incentive Fee + Bonus (e+i)**	**Total Fee**
$360,000	82.0%	$24,000	$0	$18,000	81.0%	$36,000	$0	$9,000	$27,000	$387,000
$360,000	90.0%	$120,000	$0	$90,000	88.0%	$120,000	$0	$30,000	$120,000	$480,000
$360,000	97.0%	$204,000	$0	$153,000	94.0%	$192,000	$0	$48,000	$201,000	$561,000
$360,000	105.0%	$240,000	$32,725	$204,544	100.0%	$240,000	$16,360	$64,090	$268,634	$628,634

ATTACHMENT J-27

Collective Bargaining Agreement

(Not Applicable)

ATTACHMENT J-28

SUBCONTRACTING PLAN SUMMARY SHEET

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

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

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

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

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

K.2 52.204-3--TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

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

☐ TIN:_____.
☐ TIN has been applied for.
☐TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
☐ Offeror is an agency or instrumentality of a foreign government;
☐Offeror is an agency or instrumentality of a Federal Government;
☐Other. State basis._____

(e) ***Type of organization.***
☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt):
☐ Corporate entity (tax-exempt):
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

(f) ***Common Parent.***

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

☐ Name and TIN of common parent:

Name_____

TIN_____

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

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

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

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

A. The Offeror certifies, to the best of its knowledge and belief, that –

(i) ***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 the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(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 paragraph (a)(1)(i)(B) of this provision; and

(ii)

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

(a) Been convicted of a Federal or State felony (or has any Federal or State

felony indictments currently pending against them); or

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

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

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

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

(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.

(2) 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.

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

(4) 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.

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

K.5 52.219-1--SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

A.

(1) The North American Industry Classification System (NAICS) code for this acquisition is **611519**.

(2) The small business size standard is **$30M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

B. ***Representations*.**

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

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

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

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

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

(1) Means a small business concern-

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

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

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

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it

is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph A of this provision.

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

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

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

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

D. **Notice.**

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
    (i) Be punished by imposition of fine, imprisonment, or both;
    (ii) Be subject to administrative remedies, including suspension and debarment; and
    (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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

The offeror represents that –

A. It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
B. It ☐ has, ☐ has not filed all required compliance reports; and
C. Representations indicating submission of required compliance reports, signed by proposed subcontractors, shall be obtained before subcontract awards.

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

The offeror represents that –

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

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

A. Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

a. By signing this offer, the offeror certifies that –

(1) As the owner or operator of facilities that shall be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror shall file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons**: *[Check each block that is applicable.]***

(i) ☐ The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) ☐ The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) ☐ The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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

(v) ☐ The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by letters 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.
If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

A. ***Disclosure Statement -- Cost Accounting Practices and Certification***

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) ***Check the appropriate box below:***

(1) ☐ *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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

_____

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

(2) ☐ *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:
Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

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

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

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

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

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

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 Practices clause in lieu of the Cost Accounting Standards clause.

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

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

C. ***Additional Cost Accounting Standards Applicable to Existing Contracts***
The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

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

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

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer 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

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

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

52.222-24	(Feb-99)	Preaward Onsite Equal Opportunity Compliance Review
52.222-46	(Feb-93)	Evaluation of Compensation for Professional Employees
52.237-1	(Apr-84)	Site Visit
52.237-10	(Oct-97)	Identification of Uncompensated Overtime

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

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

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

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

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

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

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

Contracting Officer
Department of Labor, Office of Job Corps
61 Forsyth St. SW, Room 6T95
Atlanta, GA 30303

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

L.5 ADDITIONAL INSTRUCTIONS

A. Standard Form 33 - Block 9 - Solicitation

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

B. Disposition of Proposals

One copy of each proposal and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall be destroyed unless the offeror's proposal (please include in transmittal letter) specifically outlines the disposition action to be taken.

C. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement will be answered at the Pre-Proposal Conference to be held on **Wednesday, February 18, 2004** at **10:00 am** local time, at the **Atlanta** Job Corps Center.

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

D. Site Visit

Offerors are urged and encouraged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. All offerors are hereby advised that the center will be open for inspection and walk-through **Wednesday, February 18, 2004** following the pre-proposal conference only, at the same location and time listed in paragraph C above.

E. Exchanges and Communication Restrictions

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

F. Signature Requirements; Proposal Preparation Costs

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

G. Reference Material

The Policy and Requirements Handbook can be downloaded from the Job Corps web site at **http://jcweb.jobcorps.org:7108/documents/docu.htm** 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

Materials, as indicated in Section J, will be available at the Pre-proposal Conference.

L.6 SUBMISSION OF PROPOSALS

A. General

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

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

Initial Proposal Submission

Proposals submitted in response to this RFP shall include a transmittal letter and the sections listed below. The transmittal letter shall identify the solicitation number, the name of the firm submitting the proposal, the proposal sections and any other materials that are attached, and shall include the Dunns Number. Further, the transmittal letter shall indicate which, if any, of the government provided equipment will be needed for the offeror's oral presentation (see section C. Specific instructions – Step Two: Oral Presentation item 2)

PART	SECTION		PAGE LIMIT	
1	Technical Proposal Center **OA/CTS**	Written	100 **40**	6
2	Staff Resources Proposal & Staffing Charts	Written And on CD/DISK	10	6
3	Past Performance and Experience	Written	5	2
4	Subcontracting Plan	Written	No Limit	3
5	Cost Justification – Business Management Proposal	Written CD/Disk	No Limit	2
6	Transition/Phase-out	Written	No Limit	2

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

Sections 1-6 of the proposal shall be separately bound, and submitted in the format indicated in the Specific Instructions, below. Written sections of the proposal shall be formatted as follows:

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

Offerors are required to provide ETA form 2110(s), and the Staff Resources Forms attachment (J-6) on a ¾" diskette or CD-ROM, in a format compatible with Excel 2000, or earlier version.

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

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

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

1. Technical Proposal

The Technical Proposal shall:

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

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

a. Outreach

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

1) What methods will you use to promote a positive public image for the program?

2) How will you establish and maintain mutually beneficial partnerships with communities, organizations, local and distant employers and State and local workforce development systems? How will those relationships benefit students?

b. Admissions (☒ applicable ☐ not applicable)

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

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

2) What specific techniques will you use to attract and recruit eligible applicants?

3) What methods and procedures will you use to ensure applicant eligibility and readiness for program participation?

4) What methods will you use to prepare applicants for successful enrollment?

5) How will you introduce the concepts and structure of CDSS, and make use of the PCDP in the admissions process?

6) What methods will you use to ensure applicant commitment to and retention in Job Corps?

7) What systems and procedures will you use to ensure achievement of arrival goals?

c. Career Preparation Period (CPP)

By responding to the following questions, describe how Career Preparation services will be provided to new students to ensure successful program participation.

1) What assessments will be made and tailored to individual student needs?

2) How will you organize and schedule services during the Career Preparation Period to meet each student's individual needs?

3) How will you prepare students for and determine their readiness to transition into CDP?

4) What methods, activities and experiences will you use to ensure that each new student successfully?

- acclimates to center life?
- acquires basic skills to effectively participate in the program?
- sets realistic short and long range career goals?
- resolves personal issues that present barriers to successful participation?

d. Career Development Period (CDP)

By responding to the following questions, describe how career development services will be delivered to enable students to find good jobs and remain connected to the labor market.

1) How will you tailor the delivery of Career Development Services to meet each student's individual needs?

2) How will you use Personal Career Development Plans PCDPs to evaluate student progress and provide feedback to students?

3) What curricula will be used in training and how will it be integrated to focus on employability and job readiness? Explain why the curricula was chosen.

4) How will you provide opportunities for students to earn High School Diplomas?

5) How will you ensure that the vocations offered provide students with skills that are relevant to employment opportunities in today's labor market? What changes, if any, do you propose in the vocational mix and why?

6) What systems and methods will you use to develop student self-management, community and independent living skills?

7) How will the counseling and student conduct systems support student retention and successful program completion?

8) What strategies and resources will you use to promote quality placement of graduates?

9) What methods will you use to encourage graduates to obtain both academic and vocational credentials prior to graduation?

10) How will you ensure a smooth and successful transition for students from CDP to the Career Transition Period?

e. Administrative & Management Support Services

By responding to the following questions, describe how administrative and other support services (as described in PRH Chapters 5 & 6) will be delivered to enable students to participate fully in the program.

1) How will you assist students to develop healthy lifestyles and recognize the relevance of wellness to job retention?

2) How will you ensure a safe, healthy and secure living and learning environment for staff and students?

3) How will you support the development and maintenance of the site and facilities to ensure that they support the delivery of quality Job Corps services?

4) How will you ensure student/customer focused delivery of all support services, and how will they be related to employability skill development?

f. Career Transition Period (☒ applicable ☐ not applicable)

By responding to the following questions, describe how you will provide career transition services that will result in workforce entry, quality jobs and job retention.

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

2) How will you ensure coordination between the center, students and Career Transition Specialists during the Career Development Period to ensure a smooth transition from the center to the post-center service period?

3) What methods will you use to maintain contact with graduates and former enrollees, if applicable, throughout the post-center service period regardless of their center of graduation?

4) How will you assess student job readiness and what services will you provide to remedy shortcomings for graduates?

5) How will you develop quality jobs for program graduates?

6). How will you coordinate and provide on-going support services to meet graduates' transitional support and job retention needs?

7) How will you be involved with other centers and your students prior to separation to ensure a smooth transition from the center to the post center service period?

8) How will you provide post-center services to former enrollees to ensure positive outcome?

9) How will you monitor achievement of CTS outcome measurement goals?

2. Staff Resources Proposal

a. Content

The Staff Resources Proposal shall consist of the following:

(1) A detailed organization chart covering all staff for the Center, OA and CTS staff. Include any contracted or National Training Contractor staff with each if applicable.

(2) Position descriptions of each senior staff including, those 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. 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. Failure to do so, or information received contrary to the certification, will be reflected in the evaluation. Offerors are encouraged to provide resumes and certifications of commitment to work on the contract for other department heads.

(4) Staff schedules showing coverage of critical functions for residential living, career preparation, academic and vocational training, counseling and security.

(5) A narrative detailing what efforts the contractor will make to develop, retain and reward staff. Include what specific incentives will be provided and how these may be earned. In addition, include what specific positions will be eligible for an incentive payment, timetable for such payment, and whether or not such payments will be charged to this contract.

(6) Completed Staffing Chart (Attachment J-5)

(7) A narrative of services to be provided to the center by the offeror funded through G&A along with the plan for doing so.

(8) Completed Staff Resources Forms (Attachment J-6)

b. Format:

The page limitation for this section excludes the staffing chart (attachment J-5) and the staffing resources proposal (attachment J-6) provided in accordance with Section J of this RFP, resumes, staff schedules and position descriptions.

3. Past Performance and Experience

a. Definitions

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

(1) New Firms: an organization that has not operated a Job Corps center as the prime operator within the past three (3) years. New firms include, but are not limited to, outreach, admissions and career transition services (OA/CTS) 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 that currently holds one or more prime contracts for Job Corps center operations or has held such a contract within the past three (3) years.

b. Submission Requirements

(1) All offerors (both new and experienced) must provide a list of contracts (including contract numbers) and programs that they currently operate or have operated within the past three years.

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

(3) Firms (including Job Corps Outreach, Admission and/or CTS 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 which the offeror has had a contract within the last three years. Offerors need not request Past Experience information for any current contract performed for less than 6 months prior to the proposal submission date.

(b) The offeror shall instruct the respondent of the Questionnaire to forward the completed questionnaire to the address identified on the face sheet of the Past Experience Confirmation Questionnaire.

(c) The offeror will prepare and submit a Relevant/Transferable Skills Matrix (See Section J). The matrix should be prepared in such a manner as to allow for the matching and evaluation of the relevant and transferable skills identified on the offeror's list of contracts (see B1 above).

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

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

Submit a subcontracting plan prepared in accordance with Clause 52.219-9.The plan shall cover the base 2 - year contract period and each of the option years. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business(includes 8(a) businesses, 3) women-owned small business, 4) veteran-owned small businesses, 5) service disable veteran owned small businesses and 6) HUBZone concerns. The offeror shall complete the Subcontracting Plan Summary sheet (located in Section J) in hard copy and on ¾" diskette or CDrom using Excel 2000 or earlier version.

For purposes of this procurement, the NAICS Code is 611519. Offerors are considered small businesses if their annual sales or receipts for the preceding three (3) years do not exceed $30 million.

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

Small Businesses	23%
Small Disadvantaged Businesses	5%
Women Owned Small Businesses	5%
HUBZone Small Businesses	3%
Veteran Owned Small Businesses	3%
Service Disabled Veteran Owned Small Business	3%

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

The plan shall address all aspects of FAR 52.219, and shall include goals, expressed in terms of percentages of total planned subcontracting dollars and total dollars to be subcontracted.

For proposed subcontracting of key components, the appropriate section of the technical proposal must describe in detail the organizational relationships and procedures established to ensure proper management, oversight, training, coordination, etc. A complete breakdown of costs associated with the subcontracting of a key component of center operations must be displayed in the Business Management Proposal. This should also include any costs associated with oversight of the sub-contractual relationship.

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

5. Cost Justification - Business Management Proposal (BMP)

a. Content:

Costs shall be mentioned only in the BMP (which will include OA and CTS - separately tabbed) and Transition/Phase-out proposals and nowhere else. **The offeror's Cost Justification shall consist of the following and in the order stated:** (Sample forms and attachments are shown in Section J)

In addition to the written cost justification, offerors **MUST** provide the following on 3.5" floppy disk using the software formats identified for each:

- Form 2110 (Excel 2000 or earlier)
- Staffing Chart & Salary Table (Excel 2000 or earlier)
- Suppies or Services and Prices or Costs Tables on pages B1 and B2 Estimated Cost, Fixed and Incentive Fee and Estimated Average Base Period Operating Cost Table tables (G.1 A), (Word 2000 or earlier)
- Allowable/ Indirect Cost Table (G.1 C1), (Word 2000 or earlier)
- Fee tables (Operations, OA and CTS), (G.1 C.3) (Word 2000)
- Option to Extend the Term of the Contract Estimated Cost, Fixed and Incentive Fee table (G.4), (Word 2000)
- Liquidated Damages for Placements found to be invalid (G.7), (Word 2000 or earlier)

1. Business Management Data

   (a) A completed Standard Form 33, Solicitation, Offer and Award

   (b) All Representations and Certifications required in Section K of this RFP

   (c) Certificate of Current Cost or Pricing Data

   (d) Statement of Financial Capability (ETA 8554)

   (e) A copy of the offeror's Indirect Cost Negotiation Agreement from the cognizant federal agency.

   (f) An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. An independent, certified or duly licensed public accountant shall execute the statement.

   (g) Explanation of corporate services to support General & Administrative expense.

2. Staff Salary Structure and Compensation Plan

   (a) Total Compensation Plan

   This plan shall include a description of salaries and fringe benefits, and any bonuses, monetary awards, and other contingent payment plans for all staff charged directly to this contract. The narrative must explain the policy under which these payments will be dispersed. Offerors shall justify proposed salary levels using prevailing wage rate data from the local labor market, the National Job Corps Staff Compensation data as described below, or a combination of both.

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

   In developing staff compensation plans, offerors shall consult the National Job Corps Staff Compensation Table (Attachment J-25). This table reflects independent, expert advice that has been given to the Department of Labor concerning the average salary levels that

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

(b) Staff Salary Structure

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

The National Job Corps Staff Compensation Table (Attachment J-25) organizes data to reflect a model national salary structure for most of the job categories typically employed at Job Corps centers.

(c) Staffing Chart

The offeror shall include a completed Staffing Chart that will indicate the number of staff for each center function. (Attachment J-5, which shall also be included in the Staff Resources Proposal)

3. Cost and Price Analysis Summary - Center

4. Narrative Cost Detail - Center

(a) An ETA 2110 Financial Display by Year, which shall be used as a recapitulation sheet for the ETA 2110 for two base years. The ETA 2110 shall be presented in the following manner: Col. 1, 1st Year SY; Col. 2, 1st Year Costs; Col. 3, 2nd Year SY; Col. 4, 2nd Year Costs; Col. 5, Total SY; Col. 6, Total Costs.

(b) A narrative justification for each line item of the ETA 2110 for the base year. Include all explanatory narratives and calculations showing how costs are determined. For the second base year, provide detailed narrative only for those costs that exceed the OMB inflationary rate. Cost justifications based solely on historical data will be considered insufficient to support cost proposals. Historical data may be used to the extent that it can be shown to be relevant to this specific procurement, reflective of any changed conditions and circumstances. Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, facility maintenance, and other costs outlined on the ETA 2110 were determined. Include the backup data

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

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

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

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

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

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

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

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

(c) The Contractor shall propose a per placement cost to be reimbursed to the government for any placement(s) found to be invalid for each contract year. Rationale and computations to support these costs shall be included.

5. Option Extension Information - Center

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

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110. 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. For the purposes of this RFP, the inflationary rate used in projecting costs shall be **2.1%.**

6. Cost and Price Analysis Summary – OA/CTS (if applicable)

7. Narrative Cost Detail – OA/CTS (if applicable)

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

(b) A narrative justification for each line item of the ETA 2110 OA/CTS for each of the two base years. Include all explanatory narratives and calculations showing how costs are determined.

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

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

For Outreach/Admissions, the contractor shall propose a fixed fee.

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

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

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

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

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

8. Option Extension Information – OA/CTS

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

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110 OA/CTS. The contractor understands that the estimated costs for operating the Job Corps outreach/admissions and career transition services program in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts proposed in the Option Years are therefore considered provisional. For the purposes of this RFP, the inflationary rate used in projecting costs shall be **2.1%**

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

9. The offeror shall complete the following items in Section G of the RFP and provided the information on diskette or CD in word 2000 format or earlier.

G.1 A Estimated Cost, Fixed Fee and Incentive Fee, the table
G.1 C1 Payment and Payment Due Date, the table;
G.4 Option to Extend the Term of the Contract the Estimated Cost Fixed Fee and Incentive Fee table for option years
G.7 Liquidated Damages for Placements found to be invalid enter the Proposed per placement amount.

6. Transition/Phase-out Proposal

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

The Government recognizes that 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.

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

Only those offerors determined to be within the competitive range will be requested to make an oral presentation as part of the oral discussion process and in accordance with the procedures detailed below. The anticipated dates for oral presentations/discussions to begin will be **June 7, 2004.** Offerors within the competitive range will be notified no later than 3 weeks prior to the dates scheduled for oral presentations.

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

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

Evaluation criteria are shown in Section M.

1) Content

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

Management Capability and Understanding of the Work:

a. What specific challenges do you anticipate for the operation of the contract and what strategies do you propose to address those challenges?

b. How will students be involved in the operation and management of the center?

c. What aspects of your proposal or your corporation do you feel would make your efforts particularly effective in providing quality services under this contract?

2) Format

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

a. Form of Presentation

Offerors must make their presentation to the Government in person. Submissions of videotape or other forms of media will not be accepted in lieu of the oral presentation. Equipment available for the presentation, furnished by the Government, will be an overhead projector, TV monitor and VCR and may be provided upon written request. **Offerors shall include as part of the Transmittal Letter a list of Government equipment required for their presentation.** Other needed equipment must be approved by the Government and furnished by the offeror. Such requests for approval shall be made to the Contracting Officer no later than five (5) working days before the scheduled presentation. The conference room will be available for review prior to the presentation by appointment only. Contact **Kwame Ingram** for an appointment at (404) 562-2372. The room will be available for equipment setup one (1) hour prior to the presentation.

b. Scheduling

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

c. Offeror's Presentation Team

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

d. Time Allowed

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

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

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

e. Oral Discussions

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

Following discussions regarding the oral presentation, the government will discuss its concerns regarding the offeror's initial proposal. At that time, the offeror will be provided with a written list of concerns and a specified period of time during which to prepare and submit a written Final Proposal Revision addressing the government's concerns.

f. Documentation of Oral Presentation

The offerors must present a listing of the names, firms and position titles of all presenters at the time of the presentation. At the beginning of the presentation Offerors must furnish **7** copies of any material presented visually at the oral presentation (transparencies or visual equivalent, must be presented on plain paper). Visuals used may include only content covered in the oral presentation, and shall not be used as a method of providing additional written content not addressed orally. These **will not be**

returned to the offeror. The Government will videotape the presentation and use these recordings during evaluation of the oral presentation. The offerors may not record their own presentations. Any recording of an offeror made by the Government will be furnished to that offeror, as soon as possible, following the presentation. Recordings will be disposed of in the manner of the remainder of the proposal. Written materials will be destroyed by the Regional office or retained as appropriate.

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS AND SELECTION FOR AWARD

Procurement Review Panel

A panel of specialists will review proposals. 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.

A. Evaluation Categories

Step 1: Initial Submissions:

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

Step 1: Section	Points Possible
1. Technical Proposal	**42**
Outreach	(2)
Admissions **(☒ applicable☐ Not applicable)**	(2)
Career Preparation Period	(8)
Career Development Period	(15)
Administrative & Management Support Services	(5)
Career Transition Services **(☒ applicable ☐ not applicable)**	(10)
2. Staffing Resources Proposal	20
3. Past Performance and Experience	25
4. Subcontracting Plan	5
5. Cost Justification	8
6. Transition/Phase –Out Proposal	0
TOTAL MAXIMUM POINTS POSSIBLE:	**100**

Oral Presentations:

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

Step 2: Section	Points Possible
Management Approach (Management Capability & understanding of work)	20
Maximum Possible Points (Steps 1 and 2)	**120**

B. Evaluation Criteria

1. Technical Proposal and Oral Presentation

a. Criteria

Each technical proposal and oral presentation shall be evaluated against the criteria detailed below.

1. To what extent are the systems, procedures and approaches proposed clear, complete, concrete, and consistent with the Job Corps mission and policies and consistent with effective case management of each student / applicant.

2. 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, the local and regional labor market, the regional CDSS plan and any other data provided by the Contracting Officer?

3. How effective is the proposal in offering feasible, proven strategies and methods to ensure the achievement of Job Corps' specified outcomes and quality indicators?

b. Weights

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

STEP 1: INITIAL PROPOSAL

Maximum Points Grid	**Clear, Concrete, Consistent with Mission & Policies Case Management**	**Tailored to Local Needs**	**Effective to meet performance outcomes and quality indicators**	**Total**
Outreach	.5	1	.5	**2**
Admissions	.5	1	.5	**2**
CPP	3	4	3	**8**
CDP	5	5	5	**15**
Adm & Mgmt Support	1	2	2	**5**
CTS	2	3	3	**10**
Total:	**12**	**16**	**14**	**42**

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

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

2. Staffing Resources Proposals (20 points)

a. Criteria:

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

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

b. Weights

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

Criteria	**Maximum Points**
Level & adequacy of staffing	5
Staff qualifications	5
Center Director's credentials	3
Center Director's commitment	2
Staff development, retention & incentive plan	5
Total Possible Points	**20**

3. Past Performance and Experience (25 points)

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

a. New Firms (other than Job Corps Outreach, Admissions, and/or Career Transition Services 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.

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

Criteria:	**Relevant Experience**	**Past Effectiveness**
Possible Points:	**20**	**5**
Source:	**Relevant/Transferable Experience Matrix**	**Past Experience Confirmation Questionnaire**

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

In addition to the information provided by the offeror in response to Section L, the Government will consider such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to the offeror's OA/CTS 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.

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

Criteria:	**Relevant Experience**	**Past Effectiveness**
Possible Points:	**20**	**5**
Source:	**Relevant/Transferable Experience Matrix, Automated OA/CTS Score**	**Past Experience Confirmation Questionnaire, Contractor Past Experience Report**

c. New Firms (Without Relevant Experience)

A firm without a record of relevant past experience shall receive a neutral rating of 12.5 points.

d. Experienced Job Corps Center Operators: (Center Operations)

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

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

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 (up to 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 the contractors' Outcome Measurement System (OMS) Report. The Automated Past Effectiveness score will be generated automatically on a quarterly basis, by the Job Corps Data Center.

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.

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

Center Operations	O/A	CTS
80 %	**10 %**	**10 %**

(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, Contractor Past Effectiveness Reports (CPERs) received from other Job Corps Offices and other Federal Agencies, and the information submitted by the contractor.

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

4. Subcontracting Plan (5 points) ***(Small Businesses automatically receive 5 points)***

Subcontracting plans shall be evaluated in terms of the following:

a. To what extent does the plan fully address all aspects of FAR 52.219-9?

b. How effective is the proposal in offering concrete, feasible, proven strategies and methods to ensure the achievement of small business goals in each category?

c. To what extent does the offeror plan to subcontract major program components? (The Office of Job Corps seeks to provide incentives for subcontract major portions of Center operations. Therefore, offerors proposing to subcontract key program components may be eligible for maximum points, i.e. major components - Residential Living, Academic Education, Vocational Training, Administration; minor components - OA&CTS, Health Services).

Plans that do not meet minimum federally mandated goals shall receive 0 points.

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

The Cost Justification evaluation is a technical assessment of whether the costs proposed are fair and reasonable. In evaluating the Cost Justification, the government will evaluate the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered.

The evaluation will include an analysis of the specific elements of the offeror's cost proposal to determine whether proposed cost elements:

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

A cost realism analysis shall be performed to determine the probable cost of performance for each offeror. The probable cost shall reflect the Government's best estimate of the cost of a contract that is most likely to result from the offeror's proposal. The government shall determine the probable cost by adjusting each offeror's proposed

cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the government's cost realism analysis.

In evaluating the Cost Proposal, the Government 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 Cost Justification 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:

- To what extent does the offeror's plan display knowledge of the scope of tasks to be accomplished in transition?
- 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?
- 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 of more proposed replacements. If, in the opinion of the Contracting Officer, a person proposed as a replacement is of substantially equivalent qualifications, award may still be made to the offeror. If proposed replacements are not equivalent, the contracting officer may 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 matter of judgement for determination by the Contracting Officer.

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

C. Discussions – Oral Presentations - Final Proposal Revisions

Discussions will be held with all offerors who submit proposals determined to be within the competitive range. The Contracting Officer may limit the number of offerors in the competitive range (FAR 52.215-1). However, in some instances, award may be made on the basis of initial proposals received (FAR 52.215-1). If discussions are conducted, offerors shall be required to make an oral presentation and shall be given an opportunity to submit such costs, technical, or other revisions in their proposals as may result from the discussions. All such offerors shall be informed in writing of the closing of negotiations and the common due date for receipt of Final Proposal Revisions (FPR). Technical revisions will be in writing as a response to the Government's written concerns. The Final Technical Proposal Revision shall be limited to responses to the government's concerns, a revised staffing resources proposal and staffing chart will be submitted as part of the FPR. The Cost Justification proposal shall be revised to the extent necessary to reflect all cost-related changes. In the event that an offeror's Final

Proposal Revision does not fully substantiate costs or explain noted cost inconsistencies, the proposal score may be downgraded.

D. Selection for Award

Award will be made to the offeror who has submitted the proposal that offers the best value to the Government. In making this determination, all evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

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 and incentive fee. In evaluation of costs, the Government will use the probable cost of a contract resulting from the offeror's proposal, as determined by the Government in accordance with FAR 15.4. The following will be considered in making the final selection of the successful offeror:

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

    a. Small Disadvantaged Businesses: adding a factor of 10 percent (10%) to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment.

    b. HUBZone Businesses: adding a factor of 10 percent (10%) to the price of all offers except:
        1. Offers from HUBZone small business concerns that have not waived the evaluation preference, and
        2. Otherwise successful offers from small business concerns.

    c. A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

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

After a cost analysis of each Business Management Proposal for the base period (i.e., the base two-year period for the operation of the center), the options, and the total cost, a further evaluation will be performed to determine the reasonableness of 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 does not overstate phase-out costs, as they will be reduced for cost comparison purposes based on their failure to meet the test of reasonableness noted above.

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

M.3 CONTRACTOR RESPONSIBILITY

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

Financial resource adequacy

Ability to comply with the Statement of Work

Past record of performance

Record of integrity and business ethics

History of prevention and management of significant incidents, if offeror has previously operated or is presently operating a Job Corps center

Department of Labor review reports of offeror's Job Corps Center(s) if offeror has previously operated or is presently operating a center

Program and fiscal controls

Quality and quantity of corporate staff available to support this contract

M.4 EVALUATION OF OPTIONS (JULY 1990)

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