SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER ☐ Yes ☐ No	RATING	PAGE 1	OF PAGES 135

2. CONTRACT NO.	3. SOLICITATION NO.	4. THIS IS A: SMALL BUSINESS SET-ASIDE	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	AE90-SOL-302000	☐ YES ☒ NO	01/02/2004	

7. ISSUED BY:	**8. ADDRESS OFFER TO (*If other than Block 7*)**
U.S. Department of Labor, ETA, Office of Job Corps 1111 Third Ave, Seattle WA 98101-3212	

SOLICITATION

9. Offers in 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 1111 Third Avenue, Suite 800, Seattle, WA, 98101-3212 until 12:00 PM (*Hour*) local time 03/08/2004 (*Date*)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (*Include area code) (NO COLLECT CALLS)*
	Ernest K. Priestley	(206) 553-7938, ext. 8057

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OFFER *(must be fully completed by Offeror)*

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

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

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

15A. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	
15B. TELEPHONE NO. *(Include area*	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)*		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 Springdale Job Corps Center which is located at 31224 E. Historic Highway, Troutdale, Oregon 97060.

The contractor shall operate the **Springdale** site, which includes provision of academic, vocational, social skills and career development training, and related support services for an estimated total of 70 residential male students, 50 residential female students, 12 non-residential male students and 23 non-residential female students. The contractor shall provide residential quarters (housing) and services to residential students.

The contractor shall also operate the **PIVOT** satellite, which includes provision of academic, vocational, social skills and career development training, and related support services for an estimated 60 non-residential female students.

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	Operation of the Springdale Job Corps Center for the base 2 year period October 1, 2004 through September 30, 2006.	
002	Operation of the Springdale Job Corps Center for Option Year 1, for the period October 1, 2006 through September 30, 2007.	
003	Operation of the Springdale Job Corps Center for Option Year 2, for the period October 1, 2007 through September 30, 2008.	
004	Operation of the Springdale Job Corps Center for Option Year 3, for the period October 1, 2008 through September 30, 2009.	

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 (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:

		Springdale	**PIVOT**
Residential Male Students		70	
Residential Female Students		50	
Subtotal Residential Students	120		
Nonresidential Male Students		12	
Nonresidential Female Students		23	60
Subtotal Nonresidential Students	95		
Estimated Total Average On-Board Strength	215		

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.

Nonresidential students 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.

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 Springdale Job Corps Center is located near the City of Portland, Multnomah County, in the State of Oregon. The property consists of approximately 52 acres of land with improvements. The entire center consists of 18 buildings which include a two story female/male Dormitory, Education building, several Vocational Buildings, Food Services, Recreation/Gymnasium, Administration Building, Medical Dental Building and several Storage/Support Buildings.

The PIVOT program is currently located in downtown Portland, on property being leased from the Portland Public School District. At the time of the award of the contract, the site will have moved to a new location, which has yet to be determined.

C.3 PROGRAM CONTENT

A. Outreach and Admissions

The contractor shall perform outreach activities as required by this contract, which ensure that the Job Corps program maintains a positive public image, supports the regional Outreach and Admissions contractor, 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)**

Youth screened for the Springdale Job Corps Center shall come from: Oregon, Washington and Idaho.

The contractor shall be expected to support the efforts of the regional Outreach and Admissions contractor to recruit and screen applicants.

B. Career Preparation Period

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**
Auto Body Repair	20	
Business Technologies	30	60 (PIVOT)
Electrician	24	
Food Service	20	
Health Occupations	30	
Security Officer	24	
ACT Advanced Career Training		15
Total Training Slots	148	75

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 assist the regional CTS contractor to provide post-center career transition services for all eligible students enrolled at the Job Corps center.

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)**:

F. <u>Administrative Support</u>

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.

Note: **The PIVOT program serves the needs of a unique and distinct population, non-resident parenting females. The contractor shall assist all PIVOT students in overcoming barriers faced by parenting females, such as problems navigating public assistance channels and the challenge of obtaining and maintaining safe, affordable childcare.**

12. **On Center Child Care Program (☐ is ☒ is not required)**:

13. **Administration of Residential Parent/Child Program (☐ is ☒ is not required)**:

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 **Tom Melancon**, 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 Plan, 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 Springdale Job Corps Center located in Troutdale, Oregon, and the PIVOT satellite located in Portland, Oregon, during the period of October 1, 2004 to September 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 September, 2004.

B. Input Schedule: ☐ Applicable ☒ Not Applicable

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 ($154,700 per year.) Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate of $154,700. 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.	***Subtotal Direct Operations*:**			$
e.	Indirect Operations			$
f.	***Subtotal Indirect Operations:***			$
g.	**Total Direct & Indirect Operations (c+e):**			$
h.	Construction and Rehabilitation			$
i.	GSA Vehicle Rental			$
j.	Equipment			$
k.	VST			$
l.	**Total Capital:**			$
m.	Outreach/Admissions			$
n.	Fixed Fee			$
O	Incentive Fee			$
p.	**Total Outreach/Admissions:**			$
q.	Career Transition Services			$
r.	Fixed Fee			$
s.	Incentive Fee			$
t.	**Total Career Transition Services:**			$
Total Estimated Cost (g+l+p+t):				$

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 Operating Costs:

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

B. Summary of Funds Available

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

Cost Category		**Amount**
Operations (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 for center operations and, if applicable, for Outreach/Admissions and Career Transition Services. The contractor shall have the opportunity to earn an incentive fee and a performance excellence bonus for center operations and CTS performance 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		$0			
2		$0			
3		$0			
4		$0			
5		$0			

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.	***Subtotal Direct Operations:***	$	$	$
e.	Indirect Operations	$	$	$
f.	Fixed Fee	$	$	$
g.	***Subtotal Indirect Operations:***	$	$	$
h.	**Total Direct & Indirect Operations (c+f):**	$	$	$
i.	Construction and Rehabilitation	$	$	$
j.	GSA Vehicle Rental	$	$	$
k.	Equipment	$	$	$
l.	VST	$	$	$
m.	**Total Capital:**	$	$	$
n.	Outreach/Admissions	$	$	$
o.	Fixed Fee	$	$	$
p.	Incentive Fee	$	$	$
q.	**Total Outreach/Admissions:**	$	$	$
r.	Career Transition Services	$	$	$
s.	Fixed Fee	$	$	$
t.	Incentive Fee	$	$	$
u.	**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 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.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

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

H.2 PAYMENT OF ROYALTIES

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

H.3 DUPLICATION OF EFFORT

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor 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 USE OF THE AMERICA'S WORKFORCE NETWORK (AWN) BRAND

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

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

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

The America's Workforce Network logo and user guidelines are available at www.jcweb.jobcorps.org:7108/documents.htm

H.23 RENTAL COST OF FACILITIES

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

H. 24 CLOSE-OUT PACKAGE

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

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

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
52.207-3	(Nov-91)	Right of First Refusal of Employment
52.208-9	(Mar-96)	Contractor Use of Mandatory Sources of Supply
52.209-6	(Jul-95)	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.215-1	(May-01)	Instructions to Offerors-Competitive Acquisition.
52.215-2	(Jun-99)	Audit and Records-Negotiation
52.215-8	(Oct-97)	Order of Precedence-Uniform Contract Data
52.215-10	(Oct-97)	Price Reduction for Defective Cost or Pricing Data
52.215-11	(Oct-97)	Price Reduction for Defective Cost or Pricing Data-Modifications

52.215-12	(Oct-97)	Subcontractor Cost or Pricing Data
52.215-13	(Oct-97)	Subcontractor Cost or Pricing Data-Modifications
52.215-14	(Oct-97)	Integrity of Unit Prices
52.215-15	(Dec-98)	Pension Adjustment and Asset Reversions
52.215-18	(Oct-97)	Revision or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions
52.216-7	(Feb-02)	Allowable Cost and 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 Workers with Disabilities
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)
52.244-5	(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.

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

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

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

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

B. The Contractor shall –

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide the ACO or designated representative ready access to the records upon

request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

I.4 52.244-2—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 un-priced contract actions (including un-priced modifications or un-priced 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(For instructions, see PRH, Chapter 5, Appendix 502)
J-5	Staffing Chart
J-6	Job Corps Publications List
J-7	State of Oregon Workforce Investment Goals
J-8	Utilities and Fuel Usage for last Contract Year
J-9	List of Vocational Skills Training (VST) Slots
J-10	Past Experience Confirmation Questionnaire
J-11	New Contractor Relevant/Transferrable Experience Matrix
J-12	Square Foot Facility Utilization Table
J-13	Computerized Property Management Listing
J-14	Site Map
J-15	Davis-Bacon Wage Determination (State of Oregon)
J-16	Service Contract Act Wage Determination (State of Oregon)
J-17	National Staff Compensation Report Data
J-18	Job Corps Incentive Fee Plan
J-19	Facility Survey
J-20	Performance Report Cards • OMS 10 Center Report Card • MPO35 – Monthly Center Summary Report • MSO 20 – Educational Attainment Report • VES 10 – Vocational Training Report Card
J-21	Collective Bargaining Agreement (if applicable)
J-22	Regional Career Development Services System (CDSS) Plan
J-23	Inventory Estimate - Estimate of inventory value to be turned over by the incumbent contractor by category
J-24	Subcontracting Plan Summary Sheet

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 & 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 & 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	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			$			$			$
11	Estimated Night Differential			$			$			$
12	Number of Staff Paid Holidays			$			$			$
13	Estimated Total Number Staff Vacation Days			$			$			$

ATTACHMENT J-2

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

Firm_____

Name_(SIGNATURE)_____

Title _____

Date of Execution*** _____

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

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

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

ATTACHMENT J-3 (page 1 of 2)

Attachment C

U.S. DEPARTMENT OF LABOR * Employment and Training

RFP NO.

STATEMENT OF FINANCIAL CAPABILITY

=

(Insert the Name and Complete Mailing Address of Offeror)

A. DATE LAST BALANCE WAS PREPARED

PERIOD COVERED *(Month, Day, Year)*

From To

C. DATE FISCAL YEAR ENDS *(Month, Day, Year)*

B. FINANCIAL CONDITION *(As of Date)* _____ 19____

(1) Cash .....$_____

(2) Current Assets .....$_____

(3) Current Liabilities .....$_____

(4) Net Worth .....$_____

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*

(3) Other *(If "YES", specify)* ☐ Yes ☐ No

a. Name of Bank(s):

b. Amount $_____

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)

ATTACHMENT J-3 (page 2 of 2)

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

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

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

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

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

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

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

ATTACH COMPUTATION DATA USED.

COMMENTS

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

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

ATTACHMENT J-4 (page 1 of 2)

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 2)

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
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-5 (page 1 of 11)

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.

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.

ATTACHMENT J-5 (page 2 of 11)

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 3 of 11)

Staffing Chart		
Line 01 Academic Personnel	**Number**	**Remarks**
Student Training Director		
Academics Manager		
Academics Clerical		
Instructors: Please list by Academic Program		
Testing Coordinator		
Instructor Substitute		
Other Academic Positions (Specify)		
Total Academic Personnel		

ATTACHMENT J-5 (page 4 of 11)

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 Vocational Personnel		

ATTACHMENT J-5 (page 5 of 11)

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 Social Skills Personnel		

ATTACHMENT J-5 (page 6 of 11)

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 Support Service Personnel		

ATTACHMENT J-5 (page 7 of 11)

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 Medical/Dental Personnel		

ATTACHMENT J-5 (page 8 of 11)

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		

ATTACHMENT J-5 (page 9 of 11)

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 Administrative Personnel		

ATTACHMENT J-5 (page 10 of 11)

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 Facilities Maintenance Personnel		

ATTACHMENT J-5 (page 11of 11)

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		

ATTACHMENT J-6

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-7

STATE OF OREGON WORKFORCE INVESTMENT PLAN GOALS

SHALL BE AVAILABLE
AT PRE-PROPOSAL CONFERENCE

ATTACHMENT J-8

ANNUAL FUEL AND UTILITY REPORT

SHALL BE AVAILABLE
AT PRE-PROPOSAL CONFERENCE

ATTACHMENT J-9

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**
Electrician	24
Total VST Slots	24

ATTACHMENT J-10 (page 1 of 4)

Past Experience Confirmation Questionnaire
Springdale Job Corps Center

To Whom it May Concern:

The _____Company is currently responding to the Department of Labor RFP #AE90-SOL-302000, the procurement of the continued operation of the Springdale Job Corps Center.

The Department of Labor is placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. Therefore, we are requesting that you provide the following information regarding our performance on the contract identified below. Please complete Sections B-G of this Questionnaire and return it directly to the address shown below no later than 12:00 p.m., March 8, 2004.

ATTN: Ernest Priestley, Contracting Officer
Office of Job Corps, Region 6
1111 3rd Avenue, Suite 800
Seattle, WA 98101

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-10 (page 2 of 4)

B. Outcomes vs. Goals:	
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
Cost Control: How well has the contractor:	
1. 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
Has a draft or final audit report disclosed questioned or disallowed costs? If yes, indicate: period covered by audit disallowed or recommended for disallowance disallowed costs as a % of audited funds	☐Yes ☐No
Comments: (Explain any ratings below Satisfactory)	**Summary Adjectival Rating of Cost Control** ☐Exceptional ☐Marginal ☐Very Good ☐Unacceptable ☐Satisfactory

ATTACHMENT J-10 (page 3 of 4)

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
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

ATTACHMENT J-10 (page 4 of 4)

F. Customer Satisfaction: To what extent has the contractor:	
Been effective in tailoring the program to meet the needs of the customers?	☐Exceptional ☐Marginal ☐Very Good ☐Unacceptable ☐Satisfactory
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 ☐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:_____

ATTACHMENT J-11

NEW CONTRACTOR RELEVANT/TRANSFERABLE 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)		

Management of multi-discipline programs (PRH Chapter 5) Program Management Facility Operations & Maintenance Financial Management Safety & Security		
Administrative Support (PRH Chapter 6) Student Support Health Administration Child Development		

ATTACHMENT J-12

SQUARE FOOT FACILITY UTILIZATION TABLE

SHALL BE AVAILABLE
AT PRE-PROPOSAL CONFERENCE

ATTACHMENT J-13

COMPUTERIZED PROPERTY MANAGEMENT LISTING
(Including GSA Vehicles)

SHALL BE AVAILABLE
AT THE PRE-PROPOSAL CONFERENCE

ATTACHMENT J-14

SITE PLAN MAP

SHALL BE AVAILABLE
AT PRE-PROPOSAL CONFERENCE

ATTACHMENT J-15

DAVIS-BACON WAGE DETERMINATION

SHALL BE AVAILABLE
AT PRE-PROPOSAL CONFERENCE

ATTACHMENT J-16

SERVICE CONTRACT ACT WAGE DETERMINATION

SHALL BE AVAILABLE
AT PRE-PROPOSAL CONFERENCE

Attachment J-17

National Job Corps Staff Compensation Report Data

SHALL BE AVAILABLE
AT THE PRE-PROPOSAL CONFERENCE

Attachment J-18

PERFORMANCE BASED SERVICE CONTRACTING PLAN
OFFICE OF JOB CORPS

INTRODUCTION

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

1. Contractor's Fee:

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

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

2. Establishing the Performance Range:

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

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

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

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

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

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

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

3. Establishing Fee Levels:

Base Fixed Fee: As described in the RFP, each offeror will propose a base fixed fee for the 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.

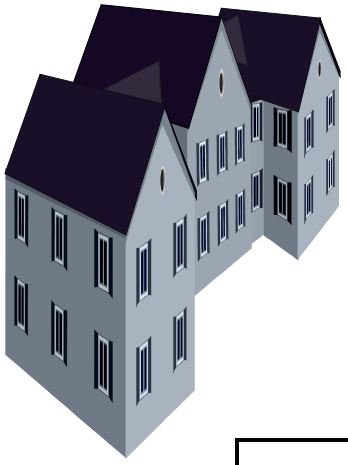
6. Encouraging Competition For Historically Poor Performing Centers:

For a center 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.



NEW CENTER AWARD - HILLTOP JCC

TOTAL DIRECT AND INDIRECT COST:	$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				PY 03			
Overall OMS	Incentive Fee	Excellence Bonus	Bonus Fee	Overall OMS	Incentive Fee	Excellence Bonus	Bonus Fee
96	$240,000	106	$60,000	98	$240,000	108	$60,000
95	$225,000	105	$54,000	97	$225,000	107	$54,000
94	$210,000	104	$48,000	96	$210,000	106	$48,000
93	$195,000	103	$42,000	95	$195,000	105	$42,000
92	$180,000	102	$36,000	94	$180,000	104	$36,000
91	$165,000	101	$30,000	93	$165,000	103	$30,000
90	$150,000	100	$24,000	92	$150,000	102	$24,000
89	$135,000	99	$18,000	91	$135,000	101	$18,000
88	$120,000	98	$12,000	90	$120,000	100	$12,000
87	$105,000	97	$6,000	89	$105,000	99	$6,000
86	$90,000	96	$0	88	$90,000	98	$0
85	$75,000				$75,000		
	$60,000				$60,000		
	$45,000				$45,000		
	$30,000				$30,000		
	$15,000				$15,000		
	$0				$0		

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

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
	PY 02				PY 03				Contract Year	
Base Fee	OMS Score	Incentive Fee Amount	Excellence Bonus	Incentive Fee + Bonus * 9/12	OMS Score	Incentive Fee Amount	Excellence Bonus	Incentive Fee + Bonus * 3/12	Total Incentive Fee + Bonus (e+i)	Total Fee (a+J)
$360,000	82.0%	$30,000	$0	$22,500	83.0%	$15,000	$0	$3,750	$26,250	$386,250
$360,000	88.0%	$120,000	$0	$90,000	88.0%	$90,000	$0	$22,500	$112,500	$472,500
$360,000	95.0%	$225,000	$0	$168,750	94.0%	$180,000	$0	$45,000	$213,750	$573,750
$360,000	105.0%	$240,000	$54,000	$220,500	100.0%	$240,000	$12,000	$63,000	$283,500	$643,500

Attachment J-19

JOB CORPS CENTER FACILITY SURVEY

SHALL BE AVAILABLE
AT PRE-PROPOSAL CONFERENCE

Attachment J-20

JOB CORPS CENTER PERFORMANCE REPORTS

SHALL BE AVAILABLE
AT THE PRE-PROPOSAL CONFERENCE

Attachment J-21

Collective Bargaining Agreement
(not applicable)

Attachment J-22

REGIONAL CAREER DEVELOPMENT SERVICES SYSTEM PLAN

SHALL BE AVAILABLE
AT THE PRE-PROPOSAL CONFERENCE

Attachment J-23

<u>Inventory Estimate</u> -
Estimate of inventory value to be turned over by the incumbent contractor by category

SHALL BE AVAILABLE
AT THE PRE-PROPOSAL CONFERENCE

Attachment J-24

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.

PART IV. REPRESENTATIONS AND INSTRUCTIONS

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

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

B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 –

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

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

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

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

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

A. **Definitions -** ***Common parent,"*** as used in this solicitation provision, means that

corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

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

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

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

☐ TIN:_____.

☐ TIN has been applied for;

☐ TIN is not required because:

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

E. **Type of organization.**

☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt):

- ☐ Corporate entity (tax-exempt):
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

F. **Common Parent**

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
  Name_____
  TIN_____

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

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

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

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

A. 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(i)(2) of this provision; and

(ii)

(1) The offeror, aside from the offenses enumerated in paragraphs A(i)(1), (2) and (3) 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.

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

(1) As the owner or operator of facilities that shall be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror shall file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons**: *[Check each block that is applicable.]***
   (i) ☐ The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
   (ii) ☐ The facility does not have 10 or more full-time employees as specified in

section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

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

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

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

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

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by 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)	Pre-award 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 52.233-2 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:

Ernest K. Priestley
U.S. Department of Labor/ ETA
Office of Job Corps
1111 3rd Avenue, Suite 800
Seattle, WA 98101-3212

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

L.4 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 January 9, 2004, 9:30 a.m. local time, at the Springdale Job Corps Center. The conference will immediately follow the walk-through mentioned in paragraph D below.

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 on Friday, January 9, 2004, at 9:30 a.m. Pacific Standard Time.

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.5 SUBMISSION OF PROPOSALS

A. General

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

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

Initial Proposal Submission

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

PART	SECTION	FORMAT	PAGE LIMIT	COPIES
1	Technical Proposal Center only	Written	105	6
2	Staff Resources Proposal & Staffing Charts	Written	10	4
3	Past Performance and Experience	Written	5	4
4	Subcontracting Plan	Written	No Limit	2
5	Cost Justification – Business Management Proposal	Written	No Limit	4
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

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. <u>Admissions</u> (☐ applicable ☒ not applicable)

c. <u>Career Preparation Period (CPP)</u>

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 of students' 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?

d. <u>Career Development Period (CDP)</u>

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 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?

Note: Offerors may propose vocational offerings identical to those listed in Section C, or may propose different offerings. For all offerings, current or new, offerors must provide a justification that utilizes labor market information and addresses:

- Opportunities for employment.
- The appropriateness of each proposed offering in light of the abilities, interests, and length of enrollment of the target student population.

An additional five (5) pages have been added to the page limit for the proposal to allow offerors to provide this information.

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?

11) How will you assist the unique and distinct population of non-resident, parenting females at the PIVOT satellite to overcome barriers they face, such as problems navigating public assistance channels and the challenge of obtaining and maintaining safe, affordable child care?

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?

f. <u>Career Transition Period</u> (☒ 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 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?

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

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. 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)

b. Format:

The page limitation for this section excludes the staffing chart 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 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 business (includes service disabled veteran owned small businesses), 5) service disabled veteran owned small businesses, and 6) HUBZone concerns. The offeror shall complete and submit Exhibit J-24, Subcontracting Plan Summary Sheet both in hard copy and on 3.5" floppy disk 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 $30.0 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 Businesses	3%

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

The goals listed above are the minimum federally mandated goals that an offeror must propose to be eligible for award. Offerors are encouraged to strive to achieve the following subcontracting goals, as established by the Department of Labor:

Small Businesses	61%
Small Disadvantaged Businesses	11%
Women-owned Small Businesses	7%
HUBZone Small Businesses	3%
Veteran Owned Small Businesses	3%
Service Disabled Veteran Owned Small Businesses	3%

The plan shall address all aspects of 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 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 EXCEL 2000 or earlier version:

- Form 2110
- Staffing Chart & Salary Table

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

1. Business Management Data

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

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

   (c) Certificate of Current Cost or Pricing Data

   (d) Statement of Financial Capability (ETA 8554)

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

   (f) An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an accountant who is independent and is either a certified or a duly licensed public accountant. A certification must be supplied by all offerors, including those for whom Cost Accounting Standards are not applicable.

   (g) Explanation of corporate services to support General & Administrative expense. Describe the experience and qualifications of corporate staff that will provide oversight.

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 give consideration to the National Job Corps Staff Compensation Report (Attachment J-17). This table reflects independent, expert advice that has been given to the Department of Labor concerning the average salary levels that would be competitive within the local labor market. 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-17) 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?

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%.

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

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

(a) G.1 A – Estimated Cost, Fixed Fee and Incentive Fee table
(b) G.1 C1 – Payment and Payment Due Date, the fee table
(c) G.4 – Option to Extend the Term of the Contract, the Estimated Cost, Fixed Fee and Incentive Fee table for option years

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 May 3-7, 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 shall consist of responses to the following questions only. The questions shall be addressed in the order shown below.

Management Capability and Understanding of the Work:

a. What challenges do you anticipate for the operation of the contract and 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, including services and resources, 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. 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 Ron Daitoku, at (206) 553-7938, ext. 8062, for an appointment. 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 6 copies of any material presented visually at the oral presentation (transparencies or visual equivalent, must be presented on plain paper). Visuals used may include only content covered in the oral presentation, and shall not be used as a method of providing additional written content not addressed orally. **These will not be returned to the offeror.** The Government will videotape the presentation and use these recordings during evaluation of the oral presentation. The offerors may not record their own presentations. Any recording of an offeror made by the Government will be furnished to that offeror, as soon as possible, following the presentation. Recordings will be disposed of in the manner of the remainder of the proposal. Written materials will be destroyed by the Regional office or retained as appropriate.

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS AND SELECTION FOR AWARD

Procurement Review Panel

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

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	(3)
Admissions **(☐ applicable ☒ not applicable)**	
Career Preparation Period	(12)
Career Development Period	(15)
Administrative & Management Support Services	(4)
Career Transition Services **(☒ applicable ☐ not applicable)**	(8)
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	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?

(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 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**	**Tailored to Local Needs**	**Effective to meet performance outcomes and quality indicators**	**Total**
Outreach	**1**	**1**	**1**	**3**
Admissions	**N/A**	**N/A**	**N/A**	**N/A**
CPP	**3**	**3**	**6**	**12**
CDP	**3**	**5**	**7**	**15**
CTS	**2**	**3**	**3**	**8**
Adm & Mgmt Support	**1**	**1**	**2**	**4**
Total:	**10**	**13**	**19**	**42**

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

Maximum Points Grid	**Clear, Concrete, Consistent with Mission & Policies**	**Tailored to Local Needs**	**Effective to meet performance outcomes and quality indicators**	**Total**
Management Approach	**6**	**6**	**8**	**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 incentives

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	4
Center Director's commitment	3
Staff development, retention & incentives	3
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 these 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:	**Maximum: 15** **Minimum: 6**	**Maximum: 10** **Minimum: 4**
Source:	**Relevant/Transferable Experience Matrix**	**Past Experience Confirmation Questionnaire**

A firm without a record of relevant past experience shall receive a neutral rating of 12.5 points.

b. 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:	**Maximum: 20** **Minimum: 0**	**Maximum: 5** **Minimum: 0**
Source:	**Automated Past Effectiveness Report**	**Contractor Past Effectiveness Reports, Contractor's Submission**

The Past Effectiveness rating for an experienced Job Corps 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 the contractors' Outcome Measurement System (OMS) Report Card. 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.

(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 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 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 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 judgment 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. However, in some instances, award may be made on the basis of initial proposals received (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. Technical revisions will be in writing as a response to the Government's written concerns. The Final Proposal Revision shall be limited to responses to the government's concerns. The Cost

Justification proposal shall be revised to the extent necessary to reflect all cost-related changes. In the event that an offeror's Final Proposal Revision does not fully substantiate costs or explain noted cost inconsistencies, the proposal score may be downgraded.

D. Selection for Award

Award 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.

E. Calculation and Evaluation of Cost

The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A and overhead expense, and the fixed 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:
        i. Offers from HUBZone small business concerns that have not waived the evaluation preference, and
        ii. Otherwise successful offers from small business concerns.

    c. A concern that is both a 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 costs presented in the Phase-Out Proposal and/or the Transition Proposal. The incumbent will not incur a transition cost. The phase-out cost of the incumbent will be added to the proposed cost of a challenging offeror when considering total estimated cost. In consideration of the above, it is imperative that the incumbent does not overstate phase-out costs, as they will be reduced for cost comparison purposes based on their failure to meet the test of reasonableness noted above.

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

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).