

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 pages	
2. CONTRACT NO.	3. SOLICITATION NO. 00-RIV-JC-003		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED MAR, 23, 2000	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U.S. Department of Labor, ETA, Job Corps 61 Forsyth St. SW Room 6T95 Atlanta, GA 30303			8. ADDRESS OFFER TO (If other than Item 7) SAME#7			

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

SOLICITATION

9. Sealed offers in original See Sec M copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item hand carried, in the depository Block 7 until 2:00p.m. local time 5/24/00
(Hour) (Date)

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

10. FOR INFORMATION	A. NAME Yolanda Tatnall / Melvin Collins	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (404)562-2372
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer _____ calendar days (60 calendar days unless a 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 (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amend-ments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE ENTER SUCH ADDRESS IN SCHEDULE.	
15A. NAME AND ADDRESS OF OFFEROR	15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE ENTER SUCH ADDRESS IN SCHEDULE.	
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION 167/80174	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C.) <input type="checkbox"/> 41 U.S.C.		23. SUBMIT INVOICES TO ADDRESS SHOW IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or Print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

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**ATLANTA JOB CORPS CENTER
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Section B. Supplies or Services and Prices/Costs

U.S. DEPARTMENT OF LABOR CONTINUATION SHEET- REQUISITION FOR EQUIPMENT, SUPPLIES, OR SERVICES (Columns 5,6,7 and 8 not required on this form)		1. REQUISITION NO. 00-RIV-JC-003 (Insert Preprinted number from first page)	2. BUREAU Job Corps		3. PAGE NO. 1 OF 1 PAG		4. DATE March 23, 2000
9. ITEM NO.	10. STOCK NO.	11. DESCRIPTION OF ARTICLES OR SERVICES (Double space between items)	12. QUAN- TITY	13. UNIT OF ISSUE	14. UNIT PRICE	15. AMOUNT	
0001		The continued operation of the Atlanta Job Corps Center , located in Atlanta, Georgia. Contractor will provide education, vocational training and related support services specified in the Statement of Work (Section C) for a total of 515 students, of which 325 are residential females, 35 are non-residential males, and 155 are non-residential females, plus 52 pre-school children as part of the non-residential component. The surge capacity will be 550.	515	each			
0002		The Contractor will provide outreach/screening services to result in a minimum of 30 arrivals for male and 320 females. Recruiting areas are all areas north of Columbus, Georgia to the Alabama line; all areas north of Macon, Georgia to the Tennessee line, focusing on Greater Metropolitan Atlanta, Rome and Augusta. The recruiting area will include the following major cities in Georgia; LaGrange, Augusta, Rome, Cartersville, and Gainsville.	350	each			
0003		The Contractor will provide for placement services for 350 students.	350	each			
		TOTAL					

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SECTION C: STATEMENT OF WORK

A. GENERAL

1. 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 IV-B of the Job Training Partnership Act.

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

2. Objective

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

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

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

The general scope of work includes the participation of the contractor in pilot **projects** initiated by or through the National or Regional Offices of Job Corps. Projects may be in any of the basic components of the Job Corps program. An equitable adjustment will be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the Disputes clause.

3. Center Design

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

Residential Male Students.....	- 0 -	
Residential Female Students.....	325	
Total Residential Students.....		325
Non-residential Male Students.....	35	
Non-residential Female Students.....	155	
Total Non-Residential Students.....		190
Total Average On-Board Strength.....		515

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

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

- Transportation costs for training days and recreational activities will be paid from the center’s budget.
 - Nonresidential students will be provided with a locker, lock, and nonresidential student’s lounge.
 - Lunch will be provided for all training days.
 - Provisions for breakfast will be made on all training days.
 - Restriction to center will not be used as a penalty for nonresidential students.
 - Supper and weekend meals will be provided if the student wishes to remain on center. Transportation at additional cost to the center is not mandatory when students stay for supper and weekend meals.
 - Nonresidential students will be considered to be in the performance of duty as Federal employees from the time they **physically arrive** at any scheduled center activity or program until they **leave** such activity or program.
 - Nonresidential students will receive all benefits residential students receive, except as noted herein.
- S** Nonresidential students will come from the following locations: Dekalb and Fulton Counties, Georgia
- S** Nonresidential Transportation will be provided as follows: Center vehicles and public transportation with center provided tokens.

4. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program requirements in one document and is hereby incorporated into this contract by reference.

The total Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 638. The contractor will follow the PRH, the Regulations, and all other requirements established in this contract.

5. 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 203.

B. SITE

The Atlanta Job Corps Center is located in a residential setting three miles west of the downtown Atlanta area at 239 West Lake Avenue, NW. The main facility, a former apartment building, is a five story brick structure containing approximately 103,062 gross square feet. The site is comprised of three acres of land which includes the main facility. Also, located on the site are maintenance storage areas approximately 500 square feet; two metal portable classroom buildings approximately 300 square feet; a masonry storage unit, approximately 800 square feet; and three mobile 12' x 60' classrooms. There is parking for approximately 200 vehicles.

The original buildings have been renovated over the years and have been maintained in general fair condition. Although the overall condition of the center is fair.

C. PROGRAM CONTENT

1. Outreach and Admissions

a. Direct Outreach and Admissions

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

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

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

Youth screened for the Atlanta Job Corps Center will primarily come from: **State of Georgia**

The contractor will be expected to recruit and screen: sufficient numbers of applicants to maintain the center average on-board strength of 100% of the design capacity, as specified in A.3 and in accordance with the delivery schedule in Section E.

Contract Year	Residential		Non Residential	
	Male	Female	Male	Female
1	- 0 -	120	30	200
2	- 0 -	120	30	200
3	- 0 -	120	30	200
4	- 0 -	120	30	200
5	- 0 -	120	30	200

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

Outreach: The contractor will work cooperatively with various individuals and organizations to attract and enroll eligible at-risk youth. The contractor will develop and implement effective marketing techniques to educate the public about the program and to ensure that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.

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

Readmission: The contractor will assess and verify that applicants for readmission meet criteria found in PRH, 1.3.

Assignment and Departure: The contractor will provide a regular flow of applicants for assignment to centers and ensure that students are efficiently and safely transported. Required procedures for preparing students and ensuring safe arrival on center are listed in PRH, 1.4.

b. Outreach Support Activities (**Applicable to all centers**)

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

1. Accurately project arrival needs and issue arrival orders in accordance with Regional Office policy.
2. Ensure that the application folder is complete and contains all required documentation upon arrival to center. The center shall contact the Admission Counselors (ACs) to obtain missing or incomplete documentation.

3. Schedule timely assignment, for first available opening on center of youth referred by ACs to ensure maintaining center at capacity.
4. Contact assigned applicants to answer questions and welcome applicant prior to departure.
5. Provide timely travel authorization and arrival information to (ACs) and other appropriate parties as required.

2. STUDENT TRAINING

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

While enrolled in Job Corps, students will:

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

At a minimum, the training program will consist of:

- a. Administration of Training Programs: The contractor will develop administrative processes to ensure efficient and effective delivery of training to students. Specific requirements for a delivery system are outlined in PRH, 2.1.
- b. Curriculum Standards: The contractor will establish standards for curriculum design, Development and implementation. Requirements for program content and structure are contained in PRH 2.2.
- c. Orientation: The contractor will provide a comprehensive orientation program for new arrivals. The program will inform students about center rules and procedures and assist them in making a successful transition to center life. The contractor will assess student needs and interests so that services can be assigned appropriately. Requirements for program content and structure are contained in PRH, 2.3.
- d. Employability Skills Training: The contractor will ensure that the practice of skills that make students employable is fully integrated into all aspects of training and that students acquire the skills, knowledge, and attitudes that will make them assets to employers. Specific skills and knowledge which must be incorporated into all training activities are outlined in PRH, 2.4.
- e. Social Skills Training: The contractor will conduct a social skills training program which provides students with opportunities to learn and practice socially acceptable behaviors and skills which will enable them to function successfully in the workplace and community. Requirements for program structure and content are found in PRH, 2.5.
- f. Diversity Training: The contractor will develop a program designed to increase understanding among members of the various ethnic, racial, and religious groups and which prepares students to live and work in a diverse society. Requirements for program structure and content are found in PRH, 2.6.
- g. Occupational Exploration: The contractor will develop a program for helping students to choose occupational training

programs suited to their interests, capabilities, and potential. Required activities and expected time frames are detailed in PRH, 2.7.

- h. Test of Adult Basic Education (TABE): The contractor will ensure that the TABE is scheduled, administered, and recorded in conformity with required procedures in PRH, 2.8, and Appendix 201.
- i. Evaluation of Student Progress: The contractor will provide a system for periodically evaluating student progress and assisting students in setting short and long range goals toward employability. Bonuses for high achievement will be awarded in conformance with the guidelines in PRH 4. Required program content and a schedule for progress evaluations are found in PRH, 2.9.
- j. Reading: The contractor will develop and administer a reading program which provides students with the skills needed for employment in their chosen occupations and assists them to function independently in society. Instruction is required for each of the reading competencies listed in PRH, 2.10.
- k. Mathematics: The contractor will develop and administer a mathematics program which provides students with the skills needed for employment in their chosen occupations. Instruction is required for each of the mathematics competencies listed in PRH, 2.11.
- l. GED Certificate/High School Diploma: The contractor will provide students with the skills and knowledge necessary to pass the examination for the General Educational Development Certificate (GED) or to obtain their High School Diploma (HSD). The contractor will make every possible effort to assure that students attain their GED or HSD. Specific requirements for the GED/HSD program are found in PRH, 2.12.
- m. Work Place Communications: The contractor will provide instruction and practical experiences which prepare students to communicate effectively in the workplace. Instruction is required for each of the competencies listed in PRH, 2.13.
- n. Wellness: The contractor will provide instruction to students on practices which lead to physical and mental health and which enhance employability. Instruction is required for each of the subjects listed in PRH, 2.14.
- o. Driver Education: The contractor will provide driver education training to all students who do not already possess driver's licenses. Students will be provided the skills and knowledge necessary to pass the State examination and will be given the opportunity to acquire a driver's license while enrolled. Specific requirements for driver education are contained in PRH, 2.15.
- p. English as a Second Language (ESL): If applicable, the contractor will provide students with limited English proficiency the opportunity to develop English language and acculturation skills. Specific requirements for ESL are contained in PRH , 2.16.
- q. Vocational Training: The contractor will provide individualized competency-based vocational training for students. Training will provide students with the skills required for entry level employment in specific occupations approved by the Department of Labor. Specific requirements for occupational training are listed in PRH, 2.17.
- r. The following vocational programs will be offered at the Center: **(See next page)**

Section C. Work Statement

TRAINING PROGRAM	CODE	JOB TITLE	O*NET CODE	CMPLT LEVEL	CIP CODES	STUDENT TEACHER RATIO	NAT OFF TAR
Facilities Maintenance	BU	Facility Maintenance Laborer	85132JT	T	46	24:2	Y
		Facility Maintenance Helper I	85132JA	C			
		Facility Maintenance Repairer	85132JV	AC			
Clerical Occupations	CL	General Clerk	55307JT	T	52	75:5	Y
		Receptionist	55307JA	C			
		Word Processor	55307JB	C			
Health Occupations	HB	Hospital Admitting Clerk	66008JT	T	20	30:2	Y
		Nurse Assistant	66008JA	C			
		Home Health Aide	66008JW	C			
Food Service	FO	Kitchen Helper	65026JT	T	20	20:2	Y
		Pantry Cook	65026JA	C			
		Station Cook	65026JB	C			
		Cook, Hotel/Restaurant	65026JV	AC			

A. SLOTS (on center training slots)	149
B. ADVANCED COLLEGE TRAINING (ACT) Atlanta Metropolitan College and Georgia Perimeter College	20
C. OFF CENTER TRAINING (OCT) Atlanta Technical Institute and DeKalb Technical Institute	30
D. ADVANCED TRAINING PROGRAM Transportation/Communications and International Union (TCU)	50
Students in Vocational Training (A+B+C+D)	249
Students in Educational Training	194
Students not Present for Duty	41
Students in orientation/OEP	<u>31</u>

Total Center Capacity - Atlanta JCC

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

- s. Vocational Skills Training (VST): The contractor will provide training to students in the eligible trades through work on actual construction or manufacturing projects. Projects accomplished through the VST program will provide students with quality training in a wide range of required skills. Policies and procedures for implementing a VST program are found in PRH, 2.19.
- t. Advanced Vocational Training: The contractor will provide advanced vocational training through enrollment in post-secondary institutions to students who demonstrate the potential to successfully participate in higher education. The program will meet all the requirements of PRH 2.20.

3. SOCIAL DEVELOPMENT SUPPORT

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

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

At a minimum, the program will consist of:

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

The contractor will maintain an environment that is free from drugs and violence. Students will be provided with opportunities for due process in disciplinary proceedings. Rules and procedures for behavior management are provided in PRH, 3.6.

4. STUDENT ADMINISTRATIVE SUPPORT

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

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

At a minimum, the program will consist of:

- a. Student Attendance, Leaves, and Absences: The contractor will establish systems to monitor and track student attendance, provide leave when appropriate, and respond promptly when students are absent without authorization. Required elements for each of these systems are listed in PRH, 4.1.
- b. Student Allowances and Allotments: The contractor will establish systems for issuing student allowances and bonuses earned through participation and achievement. The systems will be uniformly administered and easily understood by the student population. Criteria for payment of allowances, bonuses and allotments are detailed in PRH, 4.2.
- c. Student Records Management: The contractor will maintain student records in a manner which ensures accurate documentation of the services and benefits provided to students and which safeguards the confidentiality of student information. Required documents which centers must maintain and procedures for disposition of records are outlined in PRH, 4.3.
- d. Student Enrollments, Transfers, and Separations: The contractor will complete all enrollment, transfer and separation transactions in accordance with PRH, 4.4.
- e. Student Clothing: The contractor will provide clothing for students and will guide them in making wardrobe selections which will be suitable for the workplace. Specific requirements concerning clothing allowances and record keeping systems are found in PRH, 4.5.
- f. Student Transportation: The contractor will provide economical transportation to students in accordance with PRH, 4.6, and Exhibit 4-3.
- g. Food Service: The contractor will provide students with well-balanced, nutritious meals in a dining environment which is clean, sanitary, attractive and pleasant. Food service program requirements are described in PRH, 4.7.
- h. Student Civil Rights, Non-discrimination, and Legal Services: The contractor will implement procedures that protect students' civil rights and promote an environment free from discrimination and harassment. Required processes for preventing and resolving student complaints are listed in PRH, 4.8.

- i. Other Student Services: The contractor will ensure that students receive the basic support services included in PRH, 4.9.

The contractor will provide students with opportunities to vote and attend religious services if they so choose.

5. HEALTH SERVICES

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

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

At a minimum, the program will consist of:

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

6. CHILD DEVELOPMENT PROGRAMS

The operator will, where applicable, assist parenting students to fully participate in the Job Corps program by:

- Ž Providing access to quality child development programs.
- Ž Ensuring the safety and health of children participating in on-center child development programs.

At a minimum the program will consist of:

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

1. Funding of Child Development Program: The contractor will provide for (operate or subcontract) the operation of a child development center (CDC), on site. The CDC will be operated at no cost to Job Corps, except for facility and other costs as described in PRH 6.2 and Exhibit 6-2.
2. Administration of On-Center Child Development Program: The contractor will ensure that the on-site CDC provides quality child development activities in a safe and secure environment, in accordance with requirements in PRH 6.3.

3. Child Development Center Staffing: The contractor will ensure that the operator of the on-site CDC hires only professionally qualified staff. Specific guidelines concerning staff qualifications and training of such staff are found in PRH 6.4 and Exhibit 6-3.
4. Program and Developmental Care: The contractor will ensure that the operator of the on-site CDC provides activities and services which meet the requirements of PRH 6.5 and Exhibit 6-4.
5. Parent Involvement: The contractor will implement procedures to ensure that parents are fully informed and involved in the care and development of their children. The procedures will include, at a minimum, those found in PRH 6.6.

7. PLACEMENT

The contractor will assist students in entering the labor market or obtaining further education and training by:

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

The final objective of this effort will be quality placement, defined as further training or a job with the following characteristics: full-time, high wage, long-term, training match.

At a minimum, the program will consist of:

a. Center Placement Readiness Services (Applies to all Centers)

As outlined in PRH 7.1, the contractor will:

1. Prepare students for successful job search and placement and higher educational opportunities.
2. Inform students about resources and service available to assist with placement & transition following separation, and
3. Facilitate direct job placement.

b. Direct Placement: Post Separation Placement Services

The contractor will provide placement services for students returning to **Georgia**. For purposes of this procurement the contractor should anticipate an assignee placement pool of **350** per year.

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

1. Post-Separation Placement Eligibility: The contractor will provide placement services to eligible students, or will

transfer placement responsibility if the student relocates, throughout the placement service period prescribed by PRH, 7.2. The contractor will provide to individuals who are eligible for placement assistance all the required services described in PRH, 7.3

2. **Placement Services**: The contractor will contact separated students, provide assessments, conduct job development and referral, identify transitional needs and refer to appropriate services, pay readjustment and placement bonuses, and maintain contact throughout placement service period to ensure that the student remains connected to the labor market following separation.
3. **Placement Record keeping, Reporting, and Verification**: The contractor will establish a uniform system for documenting, verifying and reporting placement services, using the criteria in PRH, 7.4.

8. ADMINISTRATION AND MANAGEMENT

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

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

At a minimum, the program will consist of:

- a. **Program Management**: The contractor will establish systems which ensure achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 8.1.
- b. **Personnel**: The contractor will recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 8.2, and Exhibit 8-3. The contractor will develop and implement policies which promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.
- c. **Staff Training**: The contractor will provide training opportunities which ensure that staff possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 8.3, and Exhibit 8-4.
- d. **Community Relationships and Public Education**: The contractor will establish a community relations program in accordance with PRH, 8.4., as well as the National Director's RESPECT Challenges, i.e., Expanded Community Ties. The program will promote positive public awareness about the Job Corps program and will ensure that the center is an active partner within the local community and with the State's workforce investment system.

The Director of the Center shall designate a Business and Community Liaison, hereinafter referred to as Liaison. The Liaison shall be responsible for:

Establishing and developing relationships and networks with:

- Local and distant employers; and
- Applicable one-stop centers and applicable local boards for the purpose of providing opportunities for Job Corps graduates; and

establishing and developing relationships with members of the community in which the Job Corps Center is located, informing members of the community about projects of the Job Corps Center and changes in the rules, procedures, or activities of the Center that may affect the community, and planning events of mutual interest to the community and the Job Corps Center.

In addition, the contractor will work with State and/or local officials and will assist in the develop of a State Coordination and Special Services Plan that describes how the center will be integrated with State workforce investment efforts and goals at the local level.

- e. Personal Safety and Security: The contractor will develop and implement procedures to ensure that students feel safe and secure on center and that their rights to privacy are protected. Rules for protection of students, staff and property are outlined in PRH, 8.5.
- f. Management and Reporting of Significant Incidents: The contractor will develop and implement procedures to prevent, resolve and report significant incidents in order to reduce negative impact on students, the community, and the Job Corps program. Guidelines for reporting and managing significant incidents are found in PRH, 8.6.
- g. 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. Specific requirements for the procurement, receipt, control, and disposition of government property are found PRH, 8.7. Federal Acquisition Regulations (FAR), and ETA 359, ETA Property Management Handbook.

9. FINANCIAL MANAGEMENT

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

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

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

10. FACILITIES, ENVIRONMENTAL HEALTH, AND SAFETY

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

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

At a minimum, the program will consist of:

Section C. Work Statement

- a. Facility Standards: In order to ensure that facilities continue to meet student needs and achieve program goals, the contractor will adhere to all standards described in PRH, 10.2, for any construction or rehabilitation projects.
- b. Facility Improvements: The contractor will ensure that facilities are upgraded, improved, and repaired in a systematic fashion according to long-range plans and in partnership with Department of Labor National and Regional Offices. The processes for assessing and prioritizing facilities improvements are outlined in PRH, 10.3.
- c. Facility Maintenance and Protection: The contractor will maintain center facilities in a safe, attractive condition through adherence to a center maintenance program, containing the elements described in PRH, 10.4.
- d. Energy Conservation: The contractor will develop and implement an energy conservation program that results in reduced energy costs and usage. Required procedures for developing and reporting on conservation activities are listed in PRH, 10.5.
- e. Environmental Health: The contractor will ensure that all environmental health and food sanitation standards are met in order to provide environmentally healthy surroundings for students and staff. Specific requirements concerning environmental health management are found in PRH, 10.6.
- f. Safety and Occupational Health: The contractor shall establish and operate a safety and occupational health program in accordance with the requirements in PRH 10.7 and Appendix 1001.
- g. Staff Housing: Staff housing is ___ is not X available at this Center. The Contractor shall ensure that rates are charged in accordance with OMB Circular A-45 which implements 5. U.S.C. Section 5911 (1976). This regulation requires that basic rental rates be set at rates prevailing in the area for similar housing. Following is a description of staff housing provided: N/A. The contractor will submit to the GAR a plan and schedule of rates pursuant to PL 88-459 for housing for non-students no later than 30 days after contract award. Collection of rent will become income to the contract and reported as a reduction to costs on center financial reports.

**Section D. Packaging and Marking
NOT REQUIRED**

SECTION E: INSPECTION AND ACCEPTANCE

ITEM I. INSPECTION AND MONITORING

- A. The Government Authorized Representative (GAR) for this contract is **James L. Gulley** the GAR's authority is limited to the extent set forth below. Under no circumstances is the GAR authorized to sign any contractual documents or approve any alterations to the contract involving a change in the scope, price, terms or conditions of the contract.
- B. The GAR is authorized to:
1. Monitor and inspect contractor's performance to ensure compliance with the scope of work.
 2. Make determinations relative to satisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.
 3. Review and conditionally approve invoices and budgets.
 4. Review and approve contractor's project staff (other than senior staff).
 5. Recommend program changes to the contracting officer as a result of monitoring or that may be requested by the contractor.
 6. Review and coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
 7. Approve plans as delegated by the Contracting Officer and/or as noted in the contract.
- C. The Government, through any authorized representative(s), has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Government on the premises of the contractor or subcontractor, the contractor shall provide and shall require the subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the Government representative(s) in the performance of their duties.

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

Inspection and acceptance of the work called for under this contract shall be made by the GAR at the Job Corps center or at the 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.

ITEM II. INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5)

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

SECTION F - DELIVERIES OR PERFORMANCE

- 1) The contractor shall operate the **Atlanta Job Corps Center** located at **239 West Lake Av NW,** in **Atlanta, Georgia** during the period of **December 1, 2000** through **November 30, 2002** , and if appropriate, will perform necessary functions related to a transition period for assuming responsibility for the operation of the center for the month of **November 2000.**

SECTION F - DELIVERIES OR PERFORMANCE - continued

Input Schedule

The following schedule indicates the anticipated needs of the Atlanta Job Corps center in the Region for arrivals in each category during each month of the contract:

Arrivals - Base Year One

<u>Month</u>	<u>Total</u>	<u>Male</u>	<u>Female</u>
December	<u>10</u>	<u>- 0 -</u>	<u>10</u>
January	<u>32</u>	<u>3</u>	<u>29</u>
February	<u>32</u>	<u>3</u>	<u>29</u>
March	<u>32</u>	<u>3</u>	<u>29</u>
April	<u>32</u>	<u>3</u>	<u>29</u>
May	<u>32</u>	<u>3</u>	<u>29</u>
June	<u>32</u>	<u>3</u>	<u>29</u>
July	<u>10</u>	<u>- 0 -</u>	<u>10</u>
August	<u>35</u>	<u>3</u>	<u>32</u>
September	<u>35</u>	<u>3</u>	<u>32</u>
October	<u>35</u>	<u>3</u>	<u>32</u>
November	<u>33</u>	<u>3</u>	<u>30</u>
<u>TOTAL ANNUAL</u>	<u>350</u>	<u>30</u>	<u>320</u>

Arrivals - Base Year Two

<u>Month</u>	<u>Total</u>	<u>Male</u>	<u>Female</u>
December	<u>10</u>	<u>- 0 -</u>	<u>10</u>
January	<u>32</u>	<u>3</u>	<u>29</u>
February	<u>32</u>	<u>3</u>	<u>29</u>
March	<u>32</u>	<u>3</u>	<u>29</u>
April	<u>32</u>	<u>3</u>	<u>29</u>
May	<u>32</u>	<u>3</u>	<u>29</u>
June	<u>32</u>	<u>3</u>	<u>29</u>
July	<u>10</u>	<u>- 0 -</u>	<u>10</u>
August	<u>35</u>	<u>3</u>	<u>32</u>
September	<u>35</u>	<u>3</u>	<u>32</u>
October	<u>35</u>	<u>3</u>	<u>32</u>
November	<u>33</u>	<u>3</u>	<u>30</u>
<u>TOTAL ANNUAL</u>	<u>350</u>	<u>30</u>	<u>320</u>

Arrivals - Option Year One

<u>Month</u>	<u>Total</u>	<u>Male</u>	<u>Female</u>
December	<u>10</u>	<u>- 0 -</u>	<u>10</u>
January	<u>32</u>	<u>3</u>	<u>29</u>
February	<u>32</u>	<u>3</u>	<u>29</u>
March	<u>32</u>	<u>3</u>	<u>29</u>
April	<u>32</u>	<u>3</u>	<u>29</u>
May	<u>32</u>	<u>3</u>	<u>29</u>
June	<u>32</u>	<u>3</u>	<u>29</u>
July	<u>10</u>	<u>- 0 -</u>	<u>10</u>
August	<u>35</u>	<u>3</u>	<u>32</u>
September	<u>35</u>	<u>3</u>	<u>32</u>
October	<u>35</u>	<u>3</u>	<u>32</u>
November	<u>33</u>	<u>3</u>	<u>30</u>
<u>TOTAL ANNUAL</u>	<u>350</u>	<u>30</u>	<u>320</u>

Arrivals - Option Year Two

<u>Month</u>	<u>Total</u>	<u>Male</u>	<u>Female</u>
December	<u>10</u>	<u>- 0 -</u>	<u>10</u>
January	<u>32</u>	<u>3</u>	<u>29</u>
February	<u>32</u>	<u>3</u>	<u>29</u>
March	<u>32</u>	<u>3</u>	<u>29</u>
April	<u>32</u>	<u>3</u>	<u>29</u>
May	<u>32</u>	<u>3</u>	<u>29</u>
June	<u>32</u>	<u>3</u>	<u>29</u>
July	<u>10</u>	<u>- 0 -</u>	<u>10</u>
August	<u>35</u>	<u>3</u>	<u>32</u>
September	<u>35</u>	<u>3</u>	<u>32</u>
October	<u>35</u>	<u>3</u>	<u>32</u>
November	<u>33</u>	<u>3</u>	<u>30</u>
<u>TOTAL ANNUAL</u>	<u>350</u>	<u>30</u>	<u>320</u>

Arrivals - Option Year Three

<u>Month</u>	<u>Total</u>	<u>Male</u>	<u>Female</u>
December	<u>10</u>	<u>- 0 -</u>	<u>10</u>
January	<u>32</u>	<u>3</u>	<u>29</u>
February	<u>32</u>	<u>3</u>	<u>29</u>
March	<u>32</u>	<u>3</u>	<u>29</u>
April	<u>32</u>	<u>3</u>	<u>29</u>
May	<u>32</u>	<u>3</u>	<u>29</u>
June	<u>32</u>	<u>3</u>	<u>29</u>
July	<u>10</u>	<u>- 0 -</u>	<u>10</u>
August	<u>35</u>	<u>3</u>	<u>32</u>
September	<u>35</u>	<u>3</u>	<u>32</u>
October	<u>35</u>	<u>3</u>	<u>32</u>
November	<u>33</u>	<u>3</u>	<u>30</u>
<u>TOTAL ANNUAL</u>	<u>350</u>	<u>30</u>	<u>320</u>

The amounts shown in Section F for these Centers are estimates only. Actual arrivals will be determined by needs of the Region. Each Center will submit a request for arrivals to the appropriate location (i.e., contractor or Regional Office) per instructions from the Regional Office.

SECTION G - CONTRACT ADMINISTRATION DATA

ITEM I. 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.

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 below. This amount will be operative under this contract until such time as the Government may incrementally increase it.

The estimated costs for operating the Job Corps Center in each option year will be determined by the Contracting Officer and will reflect the annualized, ongoing costs approved for the preceding contract year, adjusted by the Contracting Officer using the standard Job Corps inflation factor. The Department of Labor will establish a standard Job Corps inflation factor for each program year that will apply uniformly to all contract option years that become effective during the program year. This factor will be announced to all affected Job Corps contractors at least 6 months before the start of the program and will be determined utilizing Congressional Job Corps appropriations.

The Government and the contractor recognize that the estimated costs provided for in each of the two years in the initial base 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 contract year to meet the requirements of the contract, the Government reserves the right to reduce the estimated amount for that contract year to the amount of funds actually required for that contract year. This action will take place after the completion of the contract year and the adjustment will be applied to the total current estimated value of the contract.

Unless the Contracting Officer grants an exemption, the yearly contractor compensation, including direct and indirect costs and fixed fee, shall not exceed the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for inflation. The provisions of Clauses 52.232-20 and 52.232.22 requiring notification, in writing, by the Contractor to the Contracting Officer are applicable.

A. Estimated Cost & Fixed Fee	1st Year	2nd Year	2-Year Total
Center Operations.....	\$ _____	\$ _____	\$ _____
Cnst/Rehab.....	\$ _____	\$ _____	\$ _____
Equipment.....	\$ _____	\$ _____	\$ _____
GSA Vehicle Rental.....	\$ _____	\$ _____	\$ _____
VST.....	\$ _____	\$ _____	\$ _____
Outreach/Admissions.....	\$ _____	\$ _____	\$ _____
Placement.....	\$ _____	\$ _____	\$ _____
Student Trans/Meals..	\$ _____	\$ _____	\$ _____
Total Estimated Cost.. (including fixed fee)	\$ _____	\$ _____	\$ _____
Fixed Fee Amounts Within <u>Above Estimated Costs</u>			
Center Operations Fee..	\$ _____	\$ _____	\$ _____
Outreach/Admissions Fee..	\$ _____	\$ _____	\$ _____
Placement Fee.....	\$ _____	\$ _____	\$ _____
Total Fixed Fee.....	\$ _____	\$ _____	\$ _____

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

Any changes between the beginning inventory and ending inventory will be considered part of the operations amount noted above. If there are discrepancies between the beginning and ending inventories, the contracting officer will adjust the contract amount accordingly.

It is understood that there shall be no fixed fee for work involved with capital effort. Also, there will be no increase in fee unless there is an increase in the level of effort approved by the contracting officer. Indirect cost charges shall not be allowed on capital costs.

B. Summary of Funds Available

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

Operations	\$ _____
Capital	\$ _____
Construction and Rehabilitation	\$ _____
GSA Vehicle Rental	\$ _____
Equipment	\$ _____
VST	\$ _____
Outreach/Admissions	\$ _____
Placement	\$ _____
Student Trans/Meals	\$ _____
TOTAL	\$ _____

It is estimated that the above-listed available operations funds will cover the period _____ through _____. Construction/Rehab. and equipment funds are allotted for the term of this contract. The fixed fee shall be paid out of the operations and/or outreach/admissions and placement funding.

C. Payment and Payment Due Date

1. Allowable Costs

In accordance with Clause 52.216-07 "Allowable Costs and Payment," the contractor shall be reimbursed for allowable, allocable costs incurred in performances 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 42.700, "Indirect Cost Rates." The negotiated indirect costs will be calculated by applying a provisional/negotiated/proposed ceiling (whichever is lower) G&A rate of _____ percent on costs, excluding G&A and Contractor's Fee, incurred for center operations, outreach/admissions and placement, and a provisional/negotiated/ceiling (whichever is lower) overhead rate of _____, if applicable, on total direct costs or total direct salaries and wages (including/excluding fringe benefits). The provisional rates will be determined by the Division of Cost Determination, Office of Procurement and Grants Management or cognizant audit agency, and shall be used for billing purposes until final rates are established unless a negotiated or proposed ceiling rate has been agreed to as shown above. When final G&A and overhead rates are established, the total amount of G&A and overhead payable under this contract shall be determined by multiplying the final rate or ceiling rate whichever is lower, by the total amount of allowable costs incurred for center operations, outreach/admissions and placement.

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

Percent Limit for Each Contract Year

Indirect						
<u>Cost</u>	<u>Base of Allocation</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Overhead	Total Direct Salaries and Wages (including/excluding) fringe benefits					
G&A	Total Costs, Excluding G&A and Contractor's Fee					

2. Fixed Fee (See Clause 52.216-08)

3. Payment Due Date

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

4. Prompt Payment

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

D. Limitation on Withholding of Payments

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

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

ITEM II. OPTION TO EXTEND (See Clauses 52.217-08 and 52.217-09)

A. Option

The Government may unilaterally extend the term of this contract by written notice to the contractor within 120 days before the contract expires provided that the Government shall give the contractor a preliminary written notice of its intent at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercise this option, the extended contract shall be considered to include this option provision. The Government may extend this contract's period of performance for up to three years in successive one year increments. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

Option Year estimated costs will be capped at the then current OMB inflation rate as identified in Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

B. Non-Option Extension

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

The amount shown in the Option Year budget table provided below are therefore considered provisional, except that the fixed fee amounts are considered final unless changed by subsequent bilateral contract modification.

Estimated Cost and Fixed Fee

	1 st Option	2 nd Option	3 rd Option
a. Operations	\$ _____	\$ _____	\$ _____
b. Fixed Fee	\$ _____	\$ _____	\$ _____
c. Total Direct Operations	\$ _____	\$ _____	\$ _____
d. Construction and Rehabilitation	\$ _____	\$ _____	\$ _____
e. GSA Vehicle Rental	\$ _____	\$ _____	\$ _____
f. Equipment	\$ _____	\$ _____	\$ _____
g. VST	\$ _____	\$ _____	\$ _____
h. Total Capital	\$ _____	\$ _____	\$ _____
i. Outreach/Admissions	\$ _____	\$ _____	\$ _____
j. Fixed Fee	\$ _____	\$ _____	\$ _____
k. Total Outreach/Admissions	\$ _____	\$ _____	\$ _____
l. Placement	\$ _____	\$ _____	\$ _____
m. Fixed Fee	\$ _____	\$ _____	\$ _____
n. Total Placement	\$ _____	\$ _____	\$ _____
Total Estimated Cost (c + h +k + n)	\$ _____	\$ _____	\$ _____

C. Contract Terms and Conditions for Options

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

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

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

D. Request for Change In Option Price

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

ITEM III. 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.

ITEM IV. 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 contract year's estimated cost for operating expense by the year's planned average on-board strength and dividing that result by 365.

Section H. Special Contract Requirements

ITEM I. 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.

ITEM II. 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.

ITEM III. DUPLICATION OF EFFORT

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

ITEM IV. OTHER CONTRACTORS

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

ITEM V. 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.

ITEM VI. WAGE COMPARABILITY

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); (2) that DOL will reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.205-6).

In general, compensation should be limited to an amount which does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, which-ever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.

- B. The contractor shall submit a report in writing not later than January 10th of each year which sets forth a list of names of all officers or employees at the Job Corps center who are designated as senior staff as stated in Section C, Personnel Administration, item e, together with the amount of compensation paid from funds reimbursed pursuant to this contract.
- C. As appropriate and required, the contractor will pay Davis-Bacon and/or Service Contract prevailing wages and insure 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.

ITEM VII. DAVIS-BACON ACT (Ref: 40 USC 276a - 276a-7)

- A. All laborers and mechanics employed or working upon 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), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (D) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled "Apprentices and Trainees."

Section H. Special Contract Requirements

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (8) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work where it can be easily seen by the workers.

- B. 1. The Contracting Officer shall required that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve any additional classification and wage rate and fringe benefits only when the following criteria have been met:
- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
2. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator of the Wage and Hour Division, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the 30-day period that additional time is necessary.
3. In the event that the contractor, laborers, or mechanics to be employed in the classification or their representatives and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator of the Wage and Hour Division, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the 30--day period that additional time is necessary.
4. The wage rate (including fringe benefits where appropriate) deter-mined pursuant to subparagraphs (B)(2) or (B)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Section H. Special Contract Requirements

- C. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the bene-fit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- D. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found upon the written request of the contractor that applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- E. Paragraphs (A) through (D) of the clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act, or (2) a subcontract also subject to the Davis-Bacon Act under such prime contract.
- F. Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- G. Compliance with Davis-Bacon and Related Act Requirements: All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

H. Payrolls and Basic Records

1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
2. The records to be maintained under paragraph (1) of this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The contractor and subcontractors will permit such representatives to interview employees during working hours on the job.
3. The contractor shall insert paragraphs (1) through (3) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

I. Apprentices and Trainees

1. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to, and individually registered, in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau. This provision also applies to a person who is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program and is not individually registered in the program, but has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journey persons on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate for the wage determination of the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate for the wage determination of work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journey person's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey person hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in, a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journey persons on the job site shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination, unless the Administrator of the Wage and Hour Division

determines that there is an apprenticeship program associated with the corresponding journey person wage rate for the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate for the wage determination of the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate for the wage determination of the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. The utilization of apprentices, trainees and journey persons under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

ITEM VIII. SERVICE CONTRACT ACT OF 1965, AS AMENDED

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

ITEM IX. 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.

ITEM X. 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.

ITEM XI. RELIGIOUS AND POLITICAL ACTIVITY

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

ITEM XII. 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.

ITEM XIII. 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.

ITEM XIV. 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.

ITEM XV. 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).

ITEM XVI. PATENT RIGHTS

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

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

ITEM XVII. ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

Section H. Special Contract Requirements

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.
 - * Long shore workers instead of longshoremen. Avoid the use of male and female gender work forms.

- B. Avoid the use of male and female 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:
 1. Strive to use racially and sexually balanced designs.
 2. Depict both men and women in artwork on general subject matters.
 3. 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.

ITEM XVIII. 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.

ITEM XIX. PRINTING AND DUPLICATING

This clause is applicable to all contracts which require printing or 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.

ITEM XX. DISPOSITION OF DATA AND COPYRIGHTS

- A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copy-righted) which are specified to be delivered under this contract. The term does not include financial reports, cost analysis and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.
- B. Subject to the proviso of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the 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

Section H. Special Contract Requirements

so do, all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, no* has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.

- D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.
- E. The contractor shall report to the Contracting OfficerE 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 other-wise 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 here-under 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.

ITEM XXI. 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.

ITEM XXII. CONSULTANTS

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

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

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

ITEM XXIII. CLOSE-OUT PACKAGE

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

<u>Form Name</u>	<u>Form Number</u>
Contractor's Release ETA 324	
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

I.1 - 52.252-2 CLAUSES INCORPORATED BY REFERENCE

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

II.	<u>CLAUSE</u>	<u>TITLE</u>
	52.202-1	Definitions
	52.203-3	Gratuities
	52.203-5	Covenant Against Contingent Fees
	52.203-6	Restrictions on Subcontractor Sales to the Government
	52.203-7	Anti-Kickback Procedures
	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
	52.203-12	Limitation on Payments to Influence Certain Federal Transactions
	52.204-4	Printing/Copying Double-Sided on Recycled Paper
	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
	52.215-2	Audit and Records - Negotiation
	52.215-8	Order of Precedence - Uniform Contract Format
	52.215-10	Price Reduction for Defective Cost or Pricing Data
	52.215-11	Price Reduction for Defective Cost or Pricing Data-Modification
	52.215-12	Subcontractor Cost or Pricing Data
	52.215-13	Subcontractor Cost or Pricing Data - Modifications
	52.215-14	Integrity of Unit Prices
	52.215-15	Termination of Defined Benefit Pension Plans
	52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pension
	52.216-7	Allowable Cost and Payments
	52.216-8	Fixed Fee
	52.217-8	Option to Extend Services
	52.217-9	Option to Extend the Term of Contract
	<u>CLAUSE</u>	<u>TITLE</u>
	52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
	52.219-9	Small, Small Disadvantaged and Women-Owned Small

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52-219-16	Business Subcontracting Plan (October 1995)
52.222-1	Liquidated Damages - Subcontracting Plan
52.222-2	Notice to the Government of Labor Disputes
52.222-3	Payment for Overtime Premiums
52.222-4	Convict Labor
52.222-26	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-28	Equal Opportunity
52.222-35	Equal Opportunity Pre-award Clearance of Subcontracts
52.222-36	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-37	Affirmative Action for Handicapped Workers
52.223-2	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era
52.223-3	Clean Air and Water
52.223-5	Hazardous Material Identification and Material Safety Data
52.223-6	Pollution Prevention and Right-to-Know Information
52.223-10	Drug-Free Workplace
52.223-12	Waste Reduction Program
52.223-14	Refrigeration Equipment and Air Conditioners
52.224-1	Toxic Chemical Release Reporting
52.224-2	Privacy Act Notification
52.225-3	Privacy Act
52.227-1	Buy American Act - Supplies
52.227-2	Authorization and Consent (July 1995)
52.227-14	Notice and Assistance Regarding Patent and Copyright Infringement
52.228-7	Rights in Data
52.228-8	Insurance - Liability to Third Persons
52.230-2	Liability and Insurance - Leased Motor Vehicles
52.230-3	Cost Accounting Standards
52.230-6	Disclosure and Consistency of Cost Accounting Practices
52.232-9	Administration of Cost Accounting Standards
52.232-17	Limitation on Withholding of Payments
52.232-18	Interest
52.232-19	Availability of Funds
<u>CLAUSE</u>	<u>TITLE</u>
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-25	Prompt Payment

Section H. Special Contract Requirements

52.232-33	Mandatory Information for Electronic Funds Transfer Payment
52.233-1	Disputes - Alternate I
52.233-3	Protest After Award - Alternate I
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-3	Continuity of Services
52.242-1	Notice of Intent to Disallow Cost
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.242-13	Bankruptcy
52.241-15	Stop Work Order - Alternate I
52.243-2	Changes - Cost-Reimbursement -Alternate I
52.246-5	Inspection of Services-Cost-Reimbursement
52.246-25	Limitation of Liability Services
52.249-6	Termination (Cost-Reimbursement)
52.249-14	Excusable Delays
52.251-1	Government Supply Sources
52.251-2	Interagency Motor Pool Vehicles and Related Services
52.253.1	Computer Generated Forms (January 1991)

I.2 - 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 assets records

maintained before each Contractor ownership change.

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

I.4 - 52.223-9 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS

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

CERTIFICATION

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

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of Certification)

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

ESTIMATE

EPA DESIGNATED ITEM	TOTAL DOLLAR VALUE OF EPA DESIGNATED ITEM	PERCENTAGE OF RECOVERED MATERIAL CONTENT
_____	_____	_____
_____	_____	_____

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

(c) The Contractor shall submit this certification and estimate upon completion of the contract to * _____

*To be completed in accordance with agency procedures.

Part III. List of Documents, Exhibits and Other Attachments

Section J. List of Attachments

- A. Cost and Price Analysis Summary
- B. Statement of Financial Capability
- C. Certificate of Current Cost or Pricing Data
- D. Financial Display By Year (ETA 2110 Format)
- E. Staffing Chart
- F. Job Corps Publications List
- G. State of Mississippi Workforce Development Goals (**Available in hard copy only**)
- H. Utilities and Fuel Usage for last Contract Year
- I. List of Vocational Skills Training (VST) Slots
- J. Contract Pricing Proposal Cover Sheet -- to be submitted as the first page of the Business Management Proposal.

-
- K. Past Experience Confirmation Questionnaire
 - L. New Contractor Relevant/Transferrable Experience Matrix (**When applicable**)
 - M. Square Foot Facility Utilization Table
 - N. Center Property Inventory Listing (**Available in hard copy only**)
 - O. Site Map (**Available in hard copy only**)
 - P. Davis Bacon Wage Rates (**Available in hard copy only**)

*Note: ETA Forms are available electronically by going to the following website:

<http://www.wdsc.org/jobcorps/form.htm>

* Complete instructions for completion of this form can be found in the PRH, Chapter 9, Appendix 901. Attachments O & P are only available in hard copy.

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

		1st Yr.		2nd Yr.			
<u>FRINGE BENEFITS</u>		<u>Pay Base</u>		<u>Pay Base</u>			
A.	Unemployment Insurance	_____ %	x \$ _____	\$ _____	=	\$ _____	\$ _____
B.	F.I.C.A.	_____ %	x \$ _____	\$ _____	=	\$ _____	\$ _____
C.	Workmen's Compensation	_____ %	x \$ _____	\$ _____	=	\$ _____	\$ _____
D.	Health Insurance	_____ %	x \$ _____	\$ _____	=	\$ _____	\$ _____
E.	Dental Insurance	_____ %	x \$ _____	\$ _____	=	\$ _____	\$ _____
F.	Life Insurance	_____ %	x \$ _____	\$ _____	=	\$ _____	\$ _____
G.	Retirement/Pension	_____ %	x \$ _____	\$ _____	=	\$ _____	\$ _____
H.	Other (Specify)	_____ %	x \$ _____	\$ _____	=	\$ _____	\$ _____
I.	Total Costs of Fringe Benefits					\$ _____	\$ _____

ADDITIONAL INFORMATION

J.	Estimated Overtime/Holiday Premium Pay	\$ _____	\$ _____
K.	Estimated Night Differential	\$ _____	\$ _____
L.	Number of Staff Paid Holidays	# _____	# _____
M.	Estimated Total Number Staff Vacation Days	# _____	# _____

Attachment B

A. DATE LAST BALANCE WAS PREPARED < < <hr/> PERIOD COVERED (<i>Month, Day, Year</i>) <hr/> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">From</td> <td style="width:50%; border: none;">To</td> </tr> </table> <hr/> C. DATE FISCAL YEAR ENDS (<i>Month, Day, Year</i>) <		From	To	B. FINANCIAL CONDITION <i>(As of Date)</i> _____ 19____ (1)...Cash..... \$ _____ (2) Current Assets..... \$ _____ (3) Current Liabilities..... \$ _____ (4) Net Worth..... \$ _____		
From	To					
D. FINANCIAL ARRANGEMENTS TO FACILITATE PERFORMANCE DURING INITIAL PHASE OF CONTRACT ("X" appropriate box(es))						
(1) Own Resources <input type="checkbox"/> Ye <input type="checkbox"/> No	(2) Bank credit <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If "YES" complete</i> <	a. Name of Bank(s):	b. Amount \$ _____ —		
(3) Other (<i>If "YES", specify</i>) <input type="checkbox"/> Ye <input type="checkbox"/> No						
E. IF ADVANCE PAYMENT IS INDICATED UNDER D(3) ABOVE, COMPLETE THE FOLLOWING:-						
(1) Estimated Amount of Advance Payment \$ _____ for _____ months.		(2) The following advances from the Government are presently being received: (<i>Complete Columns "a" thru "e" below</i>)				
AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH		
(a)	(b)	(c)	(d)	(e)		

ETA 8554 (Mar. 1981)



F. THE FOLLOWING IS A LIST OF CURRENT CONTRACTS WITH THIS OR ANY OTHER GOVERNMENT AGENCIES.

(If additional space is needed, attach additional sheet(s))

AGENCY'S NAME, ADDRESS, AND TELEPHONE NO.	CONTRACT NO.	AMOUNT OF CONTRACT	PERIOD OF CONTRACT
(1)	(2)	(3)	(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 (<i>Mo., Day, Yr.</i>)
-----------	----------------------	-------------------------------

Attachment C

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

Firm _____
Name _____
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 D

Financial Display by Year (ETA 2110 format)	FIRST OPTION		SECOND OPTION		THIRD OPTION	
	SMY	TOTAL	SMY	TOTAL	SMY	TOTAL
01 Educ Personnel Exp						
02 Other Education						
03 Voc Personnel Exp						
04 Other Voc Exp						
05 Social Skills Personnel Exp						
06 Other Social Skills Exp						
07 Food						
08 Clothing						
09 Support Ser Personnel Exp						
10 Other Support Ser Exp						
11 Medica/Dent Personnel Exp						
12 Other Medical/Dent Exp						
13 Child Care Personnel Exp						
14 Other Child Care Exp						
15 Admin Personnel Exp						
16 Other Admin Exp						
17 Indirect Admin Exp						
18 Facil Maint Personnel Exp						
19 Other Facil Maint Exp						
20 Security Personnel Exp						
21 Other Security Exp						
22 Communications						
23 Utilities and Fuel						
24 Facilities Lease Exp						
25 Insurance						
26 Motor Vehicle Expense						
27 Travel & Training						
28 Contractor's Fee						
29 FECA Chargeback (CCC)						
30 Net Center Operations Exp						

STAFFING CHART

Instructions for Completing the Staffing Chart

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

In addition to the presentation of staff resources by cost groups under the ETA 2110 format as required by Item 3, page M-7, it is necessary to display, for the purpose of evaluation, the number of staff by functional groups in accordance with the outline of the Statement of Work, Part I, Section C.

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

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

Definitions.

1. Function. The major purpose of the position.
2. Sub-Function. A more precise description than the function. If none is needed do not complete the column.
3. Line Number. The ETA 2110 cost line number. See PRH, Chapter 9.
4. Cost Code. The cost reference code from the instructions in the PRH, Chapter 9, Appendix 901.
5. Number. The number of staff at each position title. If none are pro-posed, 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.

Staffing Chart		
Line 01 EDUCATION PERSONNEL	Number	Remarks
Education and Training Director		
Education Manager		
Education Clerical		
Beginning Reading Instructor		
Reading Instructor		
Math Instructor		
GED Instructor		
WOW Instructor		
HEP Instructor		
Driver Education Instructor		
ESL Instructor		
Testing Coordinator		
Physical Education Instructor		
Instructor Substitute		
Writing, Thinking Instructor		
Other Education Positions (Specify)		
Culinary Arts Instructor		
Lead Instructor		
Librarian		

Parenting		

Staffing Chart

Line 03 VOCATIONAL PERSONNEL	Number	Remarks
Vocational Manager		
Vocational Clerical		
OEP Coordinator		
Instructors: Please list by Vocational Offerings		
VST Coordinator		
WEP/OJT Coordinator		

Instructor Substitute		
UAW Instructor	NTC	7
UAW Spervisor Staff	NTC	7

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		
Resident Advisor		
Recreation Manager		
Recreation Supervisor		
Recreation Instructor		
Recreation Specialist		
Recreation Aide		
Orientation Specialist		
Diversity Coordinator		
Student Government Leader/SWF Advisor		
Safety Program Instructor		
Clerk/Typist		
Other Social Skills Positions (Specify)		

Staffing Chart

Line 09 SUPPORT SERVICES PERSONNEL	Number	Remarks
Food Service Manager		
Food Service Supervisor		
Vehicle Fleet Manager		
Senior Cook		
Cook		
Cook Helper/Assistant		
Culinary Worker		
Driver		
Substitute Driver		
Inventory Clerk		
Clerk Typist		
Other Support Positions (Specify)		

Staffing Chart

Line 11 MEDICAL/DENTAL PERSONNEL	Number	Remarks
Medical Services Director		
Health Services Manager		
Secretary		
Medical Records Clerk		
Physician		
Physician Assistant		
Medical Assistant		
Optometrist		
Psychiatrist/Psychologist		
Mental Health Consultant		
Registered Nurse (RN)		
Vocational/Practical Nurse (LVN/LPN)		
Nurse Assistant		
Lab Technician X-Ray		
Dentist		
Dental Hygienist		
Dental Technician		
Dental Assistant		
Medical Clerk		
Substance Abuse Coordinator		
Pregnancy Coordinator		
Other Medical/Dental Positions (Specify)		

Staffing Chart

Line 13 CHILD CARE CENTER	Number	Remarks
Child Care Director		
Child Care Manager		
Child Care Specialist		
Child Care Aide		
Child Care Teacher Aide		
Child Care Clerical		
Pre-School Instructor		
Pre-School Instructor Substitute		
Day Care Specialist		
Day Care Specialist Substitute		
Other Child Care Positions (Specify)		

Staffing Chart - Attachment E

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 Operator		
EEO Coordinator		
Community Relations Specialist		
Finance Manager		
Accountant		
Bookkeeper		
Procurement Manager		
Procurement Specialist		
Procurement Clerk		
Property Clerk		
Property Manager		
Property Specialist		
Supply Clerk		
Warehouse Worker		
Facility Manager		
Student Records Manager		
Payroll Clerk		

Clothing Clerk		
Transportation Clerk		
Legal Services Clerk		
Accountability Clerk		
ADP Programmer		
ADP Specialist		
Clerical		
Other Administration Positions (Specify)		

Staffing Chart

Line 18 FACILITIES MAINTENANCE	Number	Remarks
Maintenance Manager		
Maintenance Supervisor		
Clerical		
Maintenance Engineer		
Maintenance Mechanic		
Maintenance Helper		
Grounds keeper		
Driver/Janitor		
Other Facility Maintenance Positions (Specify)		

Staffing Chart

Line 20 SECURITY PERSONNEL	Number	Remarks
Security Manager		
Security Supervisor		
Clerical		
Lead Security Officer		
Security Officer		
Security Guard		
Other Security Positions (Specify)		
Substitute Security Officer		

Total Security Personnel		
TOTAL FULL TIME EQUIVALENT STAFF		
Total Contractor Staff		
Total Sub-Contracted Staff		
Total National Training Contractor Staff		
Total FTE		

OUTREACH, ADMISSIONS & PLACEMENT	NUMBER	REMARKS
OA & P Director		
OA Manager		
Admissions Counselor		
OA Clerk		
Placement Manager		
Placement Specialist		
Placement Clerk		
Total OA & P Personnel		

JOB CORPS PUBLICATION LIST

1. Job Corps Federal Regulations - 20 CFR 638, July 1990
2. Policy and Requirements Handbook
3. Health Technical Assistance Guides
 - A. Dental Program
 - B. Immunization
 - C. Health Standards and Evaluation
 - D. The Mental Health Program
 - E. Transfer, Termination, and the Referral Process
 - F. Federal Employees Compensation Act and Management of Student Death
 - G. Health Management Information System (in revision)
 - H. Reproductive Health Program Guide
 - I. (See ET Handbook 33O-C) (in revision)
 - J. Center Nursing Administration Guide
 - L. Guide for the Center Mental Health Consultant (Parts 1 and 2)
 - M. Environmental Health
 - N. Drugs
 - O. Ocular Care
 - P. Guidelines for Health Facilities
 - Q. Standing Orders
 - V. Health Aspects of Sports and Athletics
 - W. Health Services Orientation Guide for Students
 - Y. Health Program Evaluation (in revision)
 - Z. Nutrition and its Role in Health Care

**STATE OF GEORGIA WORKFORCE DEVELOPMENT PLAN
GOALS**

Provided at Walk-Through

Utilities and Fuel Usage for Last Contract Year

Electricity	1,525.17 Kilowatt Hours	\$102,157.16
Gas	9,893.5 Cubic Feet	\$ 57,762.14
Water/Sewage	16,228 Cubic Feet	\$ 42,438.45
TOTAL COST		<u>\$202,357.75</u>

VOCATIONAL SKILLS TRAINING (VST):

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

- Col. 1: List the approved training programs at the center.
- Col. 2: Show the approved number of training slots for each program.
- Col. 3: If the training program is eligible for VST funding, list the approved number of training slots again in Column 3. See TAG 4, VST, for a list of vocations that are eligible for VST funding.

(1) Approved Training Program	(2) Number of Approved Slots	(3) Number of VST Eligible Slots
Facilities Maintenance	48	48

TOTALS (Columns 2 and 3).....48.....48

48	x	\$750	=	\$36,000
# of VST Eligible Slots		Funding Per Slot This PY		Target Cost for VST Plan

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

Past Experience Confirmation Questionnaire

RFP# 00-RIV-JC-003 ATLANTA JOB CORPS CENTER

To Whom It May Concern:

We are currently responding to the Department of Labor RFP # **00-RIV-JC-003** for the procurement of the continued operation of the **Atlanta** Job Corps Center.

The Department of Labor is placing increased emphasis in their procurement's 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 2:00 p.m., May 24, 2000.

ATTN: Contracting Officer
Office of Job Corps, Region IV
U.S. Department of Labor - Room 6T95
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

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

_____ (signature) _____ (date)
_____ (title)

A. Contract Identifying Information:

Offeror: _____ Project Title: _____
Contracting Officer: _____ Phone No. _____
Project Manager: _____ Phone No. _____
Address: _____ FAX No. _____

Work Performance Period: _____ to _____ Contract Value: _____
Brief summary of Statement of Work:

D. Timeliness of Performance: How well has the contractor

- 1. completed contract requirements and submitted reports and schedules according to specified time frames? E VG G F P U
- 2. responded to technical direction and requests in a timely manner? E VG G F P U

Comments: (Explain any ratings below Good.)

Summary Adjectival Rating of Timeliness of Performance:

- _____ Excellent _____ Fair
 - _____ Very Good _____ Poor
 - _____ Good _____ Unacceptable
-

E. Business Relations: To what extent has the contractor

- 1. been pro-active in contract monitoring and review? E VG G F P U
- 2. demonstrated a responsive and cooperative working relationship with the Contracting Officer and Project staff? E VG G F P U
- 3. promptly notified the Contracting Officer of potential problems? E VG G F P U
- 4. used effective approaches and provided technical expertise and resources to solve contract problems? E VG G F P U

Comments: (Explain any ratings below Good.)

Summary Adjectival Rating of Business Relations:

- _____ Excellent _____ Fair
- _____ Very Good _____ Poor
- _____ Good _____ Unacceptable

F. Customer Satisfaction: To what extent has the contractor

1.been effective in tailoring the program to meet the needs of the customers? E VG G F P U

2.shown flexibility in operating the program to meet changing program needs and emphases? E VG G F P U

Comments: (Explain any ratings below Good.)

Summary Adjectival Rating of Business Relations:

_____ Excellent _____ Fair
_____ Very Good _____ Poor
_____ Good _____ Unacceptable

Additional Comments:

Name & Title of Individual Completing Information:

_____ Phone No. _____

(Department of Labor Use Only)

SUMMARY PAST EXPERIENCE CONFIRMATION

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

Verified By:

(Signature)

(Date)

New Contractor Relevant/Transferrable Experience Matrix

Major Job Corps Program Elements	Relevant/Transferrable Contractor Experience (List examples of experience which are relevant/equivalent in content, scope and/or complexity to the requirements of this procurement.)	Contract Source (List contract number(s))
Outreach/Admissions & Placement (PRH Chapters 1 & 2)		
Academic Education (PRH Chapter 3)		
Vocational Training (PRH Chapters 4)		

Social Development & Group Living (PRH Chapter 7)		
---	--	--

Attachment M

SQUARE FOOT FACILITY UTILIZATION TABLE

III. UTILIZATION AND SUPPORTING DATA

A. Drawings, Tabulations, and Charts

4. Tabulation of Buildings

Buildings are summarized as follows:

<u>NO.</u>	<u>BUILDING NAME AND USE</u>	<u>GROSS SQUARE FEET</u>
1	ADMIN/HEALTH SERVICES	14,610
2	CAFETERIA/CULINARY ARTS	10,590
3	CLASSROOMS/SHOPS	24,460
4	RECREATION	8,380
5	FEMALE DORMITORY	12,970
6	MALE DORMITORY	12,970
7	WAREHOUSE	12,010
8	GYMNASIUM	10,340
9	MALE DORMITORY	12,970
10	GUARD HOUSE	90
10A	SECURITY	3,110
11	FLAMMABLE STORAGE	240
12	VENDING BUILDING	180
13	STORAGE	470
14	MULTI-PURPOSE	5,590
15	PRESS BOX	290
16	PICNIC SHELTER	220
17	PICNIC SHELTER	220
18	PICNIC SHELTER	220
19	CLASSROOM (TRAILER UNIT)	560

TOTAL GROSS SQUARE FEET = 130,630
TOTAL NET SQUARE FEET = 99,430

Attachment N

CENTER PROPERTY INVENTORY LISTING

Provided at Walk-Through

Attachment O

Site Plan Map

To Be Given At Walk-Thru

Attachment P

DAVIS BACON WAGE RATES

(To be given at Walk-Thru)

PART IV. REPRESENTATIONS AND INSTRUCTIONS**SECTION K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****1. NOTICE LISTING SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE**

In accordance with FAR 52-252-2, this section incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at the following addresses:

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

2. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS - 52.203-11 (MAY 1995)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23; 1989, -
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee 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 L.L.L., Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$200,000 for each such failure.

3. TAXPAYER IDENTIFICATION - 52.204-3 (JUNE 1997)

- (a) Definitions.

"Common parent," as used in this 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 payment reporting requirements described in Federal Acquisition Regulations 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- " Offeror is an agency or instrumentality of a foreign government;
- " Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization

- " Sole proprietorship
- " Partnership
- " Corporate entity (not tax-empt);
- " 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 in paragraph (a) of this clause.

" Name and TIN of common parent:

NAME_____

TIN_____

4. WOMEN-OWNED BUSINESS - 52.204-5 (OCT 1995)

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

(b) *Representation.* The Offeror represents that it " is, " is not a women-owned business concern.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS - 52.209- 5 (MAR 1996)

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

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

(A) Are " are not " presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- (C) Are “ are not “ [presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a) (1) (I) (B) of this provision.
- (ii) The Offeror has “ has not“ , within a three year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

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

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

6. SMALL BUSINESS PROGRAM REPRESENTATIONS - 52-219-1 (OCT 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is **8744**.

(2) The small business size standard is **\$20 million**.

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

(b) *Representations.* (1) The offeror represents and certifies as part of its offer that it " is, " is not a small business concern.

(2) (Complete only if offeror represents itself as a small business concern in paragraph (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 offeror represented itself as a small business concern in block (b)1) of this provision.)

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

(c) *Definitions.*

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

"Woman-owned small business concern," as used in this provision, means a small business concern --

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

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

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged or woman owned small business concern in order to obtain contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal Law that specifically references section 8(d) for a definition of program eligibility, shall-

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

the Act.

7. PROHIBITION OF SEGREGATED FACILITIES - 52.222-21 (FEB 1999)

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

8. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS - 52.222-22 (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, will be obtained before subcontract awards.

9. AFFIRMATIVE ACTION COMPLIANCE - 52.222-25 (APRIL 1984)

The offeror represents that --

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

or (b) it " has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

10. COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS - 52.222-37 (JAN 1999)

- (a) The Offeror represents that, if subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it

“ HAS “ HAS NOT

submitted the most recent required by 38 U.S. C. 4212(d).

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

11. CLEAN AIR AND WATER CERTIFICATION - 52.223-1 (APRIL 1984)

The Offeror certifies that --

(a) Any facility to be used in the performance of this proposed contract is “ is not “ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities;

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. RECOVERED MATERIAL CERTIFICATION - 52.223-4 (MAY 1995)

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

13. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING - 52.223-13 (OCT 1996)

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

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) 942 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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

“ (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) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; 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 Island, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

14. BUY AMERICAN CERTIFICATE - 52.225-1 (DEC 1989)

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

Excluded End Products	Country of Origin
-----------------------	-------------------

_____	_____
_____	_____

(List as Necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials and supplies excepted from the Buy American Act.

15. HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTIONS REPRESENTATION - 52.226-2 (MAY 1997)

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

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

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3)

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

(B) *Representation.* The offeror represents that it---

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

" is " is not a Minority Institution.

16. ROYALTY INFORMATION - 52-227-6 (APRIL 1984)

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

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

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

17. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION - 52.230-1 (APRIL 1998)

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

This notice is in three parts, identified by Roman Numerals I through III.

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

I. Disclosure Statement - Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of 48 CFR parts 9903 and 9904, except for those contracts which

are exempt as specified in 48 CFR, Subpart 9903.201-1.

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

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

Date of Disclosure Statement: _____

Name and Address Cognizant ACO where filed:

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

" (2) Certificate of Previously Submitted Disclosure Statement

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

Date of Disclosure Statement: _____

Name and Address Cognizant ACO where filed:

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

" (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 more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and

elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Standards clause.

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

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

III. 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**

SOLICITATION PROVISIONS

52.216-1 TYPE OF CONTRACT (APR 1984)

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

II. PROVISION

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

52.204-6 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company Name.
 - (2) Company Address.
 - (3) Company Telephone Number.
 - (4) Line of Business.
 - (5) Chief Executive Officer/Key Manager.
 - (6) Date the Company was Started.
 - (7) Number of People Employed by this Company.
 - (8) Company Affiliation.
- (a) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office

off the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnd.com.

52.233-2 - SERVICE OF PROTEST

(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:

Mailing and Hand Carrying Address: U.S. Department of Labor
Office of Job Corps, Region IV
61 Forsyth Street, Rm 6T95
Atlanta, GA 30303

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

ADDITIONAL INSTRUCTIONS

1. 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.

2. 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 specifically outlines the disposition action to be taken.

3. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement will be answered at a Pre-Proposal Conference to be held on April 12, 2000 at 9A.M local time, at the Atlanta Job Corps Center, 239 West Lake Av., NW; Atlanta, Georgia 30314.

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

4. Site Visit

Offerors are urged and encouraged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract.

All offerors are hereby advised that the center will be open for inspection and walk-through only on April 12, 2000, following pre-proposal conference at the same location as the pre-proposal conference shown above.

5. 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).

6. 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.

7. Reference Material

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

8. Requests for Equipment/Facility/Utilities Information

The following materials will be provided (upon request) by the Contracting Officer upon receipt of a written request:

- A. Facility survey.
- B. Estimate of inventory value to be turned over by the incumbent contractor by category. (If the inventory value turned over by the incumbent contractor is significantly lower than estimated, negotiations will be undertaken to provide an equitable adjustment.) The current inventory has an estimated value of \$2,353,120, and consists of the following:

Number of	Estimated
-----------	-----------

	<u>Items</u>	<u>Value</u>
Owned -	3086	\$1,970,550
Rented -	25	20,827
Loaned -	15	85,943
Furniture -	<u>2244</u>	<u>275,800</u>
 TOTAL	 5370	 \$2,353,120

C. List of Center and GSA vehicles:

- C 10 Vans
- C 1 Truck
- C 2 Sedans
- C 4 Buses

SUBMISSION OF PROPOSALS

A. General

Proposals submitted in response to this RFP shall consist of the following sections, each separately bound:

- Section 1: Technical Proposal
- Section 2: Past Performance and Experience
- Section 3: Subcontracting Plan
- Section 4: Staff Qualifications
- Section 5: Cost Proposal
- Section 6: Transition/Phase-Out Proposal

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 or 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 the remedies provided for in FAR.

B. Specific Instructions

The entire proposal submission shall include a transmittal letter, accompanied by the original and 2 copies of each section listed above.

The Technical Proposal shall not make reference to cost or pricing data so that a technical evaluation may be made on the basis of technical merit alone.

In response to the Proposal Submission Instructions listed below, proposals shall describe **HOW** the offeror intends to operate the **Atlanta Job Corps** program in the context of the center's student population, site condition, configuration, geographic location and the local and regional labor market

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

1. Section 1: Technical Proposal (Original + 4 Copies)

The Technical Proposal response to this RFP shall be limited to 600 pages total, divided into separately bound parts based on the following evaluation categories:

Student Training	PRH Chapter 2
Social Development Support	PRH Chapter 3
Student Administrative Support	PRH Chapter 4
Health Services	PRH Chapter 5
Placement	PRH Chapter 7
Program Management & Administration	PRH Chapters 8, 9 and 10
State Coordination and Special Services Plan	

The Technical Proposal page limit does not include title pages, tables of contents, section dividers or the State Coordination & Special Services Plan. It does include charts and diagrams. The technical proposal shall be submitted as follows:

A. Page Size: 8 ½ X 11"

- B. Margins: At least 1" margins on all sides
- C. Type Size: 12 pitch or larger.
- D. Page Numbering: Consecutively numbered within each section.
- E. Page Count: Title pages, tables of contents and section dividers shall not be included in page totals. Pages submitted in excess of the limits shown above will not be evaluated but will be returned to the offeror. The page limitation applies to the initial proposal. The Final Proposal Revision shall be limited to responses to the government's concerns, and should not be an entirely new submission.
- F. Format: Pages in two column format may be used

The Technical Proposal shall be presented in the order listed below:

A. Outreach/Admissions

1. Outreach (Not Applicable)

- C use of linkages and community resources to promote applicant referral
- C identification of potential applications
- C marketing and publicity to promote referrals and positive public awareness
- C follow-up of leads
- C materials development

2. Eligibility

- C applicant interview process and eligibility assessment
- C verification and documentation of eligibility criteria
- C approval/denial of applicants

3. Readmission

- C readmit eligibility assessment
- C approval/denial of applicants

4. Assignment and Departure

- C selection and assignment to centers
- C pre-departure preparation

- C transportation and arrival scheduling
- C student retention support

B. Student Training

1. Administration of Training Programs

- C staffing - organization, supervision, qualifications
- C scheduling and managing class loads
- C student behavior management
- C training environment
- C student accountability
- C program monitoring and assessment (including feedback from employers and students)
- C purchase and accountability of supplies, materials and equipment

2. Curriculum Standards

- C curriculum identification and selection
- C curriculum integration

3. Orientation

- C scheduling of student activities
- C ensuring safe arrival of students
- C transition from Orientation to mainstream program

4. Employability Training

- C identification and use of curriculum
- C centerwide implementation
- C assessment, assignment and scheduling of students
- C evaluation and measurement of student progress
- C integration with other training curricula
- C feedback from employers

5. Social Skills Training

- C identification and use of curriculum
- C centerwide implementation
- C assessment, assignment and scheduling of students
- C evaluation and measurement of student progress
- C integration with other training curricula

6. Diversity Training

- C identification and use of curriculum
 - C centerwide implementation
 - C assessment, assignment and scheduling of students
 - C evaluation and measurement of student progress
 - C integration with other training curricula
7. Occupational Exploration
- C scheduling of students
 - C assessment of vocational aptitudes and interests
 - C vocational assignments
8. Test of Adult Basic Education
- C staffing and organization
 - C scheduling of students
 - C test administration
 - C ensuring integrity of test procedures and results
9. Evaluation of Student Progress
- C scheduling of student evaluations
 - C staff responsibilities and roles
 - C methods of providing appraisal feedback to students
 - C determining and managing student bonuses
10. Reading
- C identification and use of curriculum
 - C assessment and assignment of students
 - C evaluation and measurement of student progress
 - C integration with other training curricula
11. Mathematics
- C identification and use of curriculum
 - C assessment and assignment of students
 - C evaluation and measurement of student progress
 - C integration with other training curricula
12. GED Certificate/High School Diploma
- C identification and use of curriculum
 - C assessment and assignment of students
 - C evaluation and measurement of student progress
 - C integration with other training curricula

13. Work Place Communication

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula
- C feedback from employers

14. Health

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula

15. Driver Education

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula

16. English as a Second Language

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula

17. Vocational Training

- C identification and use of curriculum
- C selection/rationale for vocational offerings
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula
- C relationships with NTCs
- C safety instruction
- C student certification and licensing

18. Work-Based Learning

- C identification and selection of work sites
- C employer, center and student roles and responsibilities
- C student accountability

19. Vocational Skills Training

- C plan development and submission process
- C project selection
- C project scheduling, coordination and administration
- C management and control of VST funds

20. Advanced Vocational Training

- C assessment and selection of participants
- C identification of post-secondary institutions
- C selection of training programs
- C program monitoring

C. Social Development Support1. Residential Living

- C supervision, staffing and scheduling for dormitory coverage
- C student accountability
- C maintenance of a safe, comfortable, home-like environment
- C student participation in management of living areas
- C development of independent living skills
- C student information and recordkeeping

2. Counseling

- C staff scheduling and caseload assignment
- C integration with other departments
- C specialized student needs
- C recordkeeping

3. Recreation/Avocational Programs

- C Staffing and scheduling
- C designed to accommodate student interests
- C integrated and enhanced through community linkages

4. Student Government and Leadership

- C representative of student population
- C generate, control and expend revenues
- C provide input to management of the center

5. Behavior Management

- C consistency in recognizing positive behavior and sanctioning negative behavior
- C implementation of the zero tolerance policy
- C ensure student input into establishment of rules
- C development of self-management skills
- C communicated to students and staff

B. Student Administrative Support

1. Student Attendance, Leaves and Absences

- C accurate accounting and administration of student leaves and absences

2. Student Allowances and Allotments

- C management, staffing and integrity of payroll functions
- C accurate accounting and disbursement of payroll

3. Student Records Management

- C accurate, timely documentation of student progress, accomplishments and benefits

4. Student Enrollments, Transfers and Separations

- C accurate, timely administration

5. Student Clothing

- C cash clothing issuance system
- C vocational clothing
- C purchase procedures, accounting and integrity

6. Student Transportation

- C provision of government paid transportation
- C center provided transportation

7. Food Service

- C staffing and organization
- C meal scheduling
- C menu planning/nutritional and dietary needs
- C dining environment
- C student input

8. Student Civil Rights, Non-Discrimination, Legal Services

- C protection of student rights
- C processing of tort and student claims

9. Other Student Services

- C assuring voting privileges
- C access to religious services
- C provision of telephone mail and laundry services

E. Health Services

3. Delivery of Services

- C provision of basic health, medical, dental and mental health services

2. Related Wellness Programs

- C weight improvement
- C smoking cessation
- C AODA

3. Wellness Administration

- C staffing and organization
- C scheduling
- C coordination of center wellness services with other programs
- C student input

F. Child Development Program

A. Administration of On-Center Child Development Program

- C organization, staffing, qualifications and training
- C staff to child ratios
- C population of children to be served
- C certification/licensing
- C enrollment and attendance procedures
- C developmental activities
- C parental involvement
- C assessment of program

- C funding and financial administration
- 2. Administration of Residential Parent/Child Programs
- C dormitory staffing, qualifications, scheduling
- C facility utilization
- C parent/child activities
- C parent responsibilities

G. Placement (Not Applicable)

- 1. Center Placement Readiness Services
- C staffing, organization, roles and responsibilities
- C student exit readiness
- C student credentials
- 2. Placement Services
- C student skills assessment
- C job development and employer involvement
- C referral process
- C readjustment and bonus payment
- C transitional support and referral
- 3. Recordkeeping/Documentation
- C recordkeeping and reporting
- C verification
- 4. Post-Placement Services
- C job retention support
- C student tracking

H. Program Management and Administration

- 2. Administration and Management
- C leadership, goal setting, communication and teamwork
- C center challenges and strategies
- C achievement of outcomes and quality indicators
- C self-assessment, performance tracking, and quality control

- C corporate support and oversight
- C personnel administration, staffing, organization, supervision and qualifications
- C staff training
- C community relations and public education
- C Workforce Investment Board involvement
- C reports controls and management
- C personal security
- C procurement and property management

2. Financial Management

- C budget formulation and execution
- C cost control
- C reports management
- C audit and integrity

3. Facilities, Environmental Health and Safety

- C facility utilization and maintenance
- C environmental health
- C safety program to ensure occupational health and safety

III. State Coordination and Special Services Plan

- C coordination and integration of center programs with goals and objectives specified in the State's plan.

2. Past Performance and Experience (Original + 2 Copies)

A. Definition:

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

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

Experienced Job Corps Center Contractors: an organization which is currently holding 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 which they currently operate or have operated within the past three (3) years.

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

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

Section 3: Subcontracting Plan - (Does not apply to Small Businesses (original + 2 copies))

Offerors shall submit a subcontracting plan in accordance with Clause 52.219-09. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business, and 3) women-owned small business concerns. For purposes of this procurement, the SIC Code is 8744. Offerors are considered small businesses if their annual sales or receipts for the preceding three (3) years do not exceed \$20 million.

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

Section 4: Staff Qualifications (2 Copies)

Each offeror shall submit names, resumes and position descriptions of one or more staff nominated for each management position including the Center Director and each key management position reporting directly to Center Director.

Resumes must include information on the nominee's educational and training accomplishments, past work experience and other relevant experience.

The government reserves the right to require offeror certification as to the availability of designated management staff.

Section 5: Cost Justification - Business Management Proposal (BMP) - (original + 2 copies)

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:

- A. Copies of the Cost and Price Analysis Summary Form, Attachment A.
 1. Include the backup data to support the type of labor and estimated numbers of within each labor category. Include basis for pay rates used, giving sources and amounts for wage survey.
 2. Include a breakdown of the amount estimated for travel, including destination, duration, purpose and cost (per diem and transportation).
 3. 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.
- B. Offerors other than the incumbent shall submit a separate proposal on an ETA 2110 format outlining in detail their transition costs, if they are a direct cost to this contract, as well as a narrative justification form each line item expense. This should be submitted with the narrative portion of the Transition Proposal. The incumbent contractor shall submit a Phase-Out Proposal on a ETA 2110 format outlining in detail those costs related to the termination of the contract and phase-out of the incumbent's operations, as well as a narrative justification for each line item expense.
- C. Copies of a narrative justification for each line item of the ETA 2110 for each of the two base years. Include all explanatory narratives and calculations showing how costs are determined. Under those ETA 2110 line items relating to staff costs, show your computations in the following vertical columns: (1) position title; (2) direct wage or (3) benefits and other indirect costs; and (4) total cost to the contract for each position.

A narrative justification shall be provided for each ETA 2110 for each year with the necessary narrative justification for each line item showing how the labor, material, travel, subcontractors, facility maintenance, and other costs outlined on the ETA 2110 were determined. A justification of general and administrative costs shall be provided.

Subcontract information provided in the Narrative Justification shall contain the list of names and addresses of any proposed subcontractors or consultants the offeror intends to use in the performance of the contract. Include the following information about subcontractors in excess of \$25,000: (1) Has the subcontractor submitted a cost proposal? (2) Will the subcontractor be able to start performance at the beginning of the contract period? (3) What is the total cost of each subcontract? (4) What experience does the subcontractor have in this technical area? And (5) What services (skills) will the subcontractor provide?

- D. Copies of a single ETA 2110, Attachment D, which shall be used as a recapitulation sheet for the ETA 2110 for two base years. The ETA 2110 shall be presented in the following manner: Col. 1, 1st Year SY; Col.2, 1st Year Costs; Col. 3, 2nd Year SY; Col. 4, 2nd Year Costs; Col. 5, Total SY; Col. 6, Total Costs.
- E. An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an independent certified or duly licensed public accountant.
- F. One copy of completed Standard Form 33, Solicitation, Offer and Award, and all attachments thereto as outlined in the instructions, (Section K) for each copy of the Business Management Proposal.
- G. Copies of Statement of Financial Capability (Attachment B) including either a) the approved indirect cost rate agreement or b) a proposal for a new indirect cost rate agreement submitted to the cognizant agency.
- H. Copies of the Staffing Chart included as (Attachment E, Section J) which will indicate the number of staff for each center function. 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.

Failure to comply with provisions relating to fair and equitable compensation for all employees may constitute sufficient cause to justify non-selection of a proposal. The total compensation plan required to be submitted by an offeror, for professional employees, will be viewed as being within the purview of FAR 22.1.

Total compensation (salaries and fringe benefits) of professional employees under the service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering the compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees as defined in 29CFR, Part 541 be properly and fairly compensated in these contracts. As part of the proposals, offerors will submit for evaluation purpose a "Total Compensation Plan" (salaries and fringe benefits) for professional and non-professional employees. This plan will also include a description of any bonuses, monetary awards, and other contingent payment plans for all staff charged directly to this contract. The

narrative must explain the policy under which these payments will be dispersed.

- I. All Representations and Certifications required in Section K of this RFP shall be made part of the Business Management Proposal.
- J. The Job Corps Area Wage and Fringe Benefit Survey

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

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

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

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

- K. Option Extension Information

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

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110 (see Attachment E and Attachment B - Cost and Price Analysis Summary). It is anticipated that this budget will be based on the reasonable cost change projections. The changes in cost should not be tied exclusively to the Consumer Price Index (CPI) as all parts of the CPI are not directly related to the operation of a Job Corps Center.

Offerors are advised that option year costs will be reimbursed at the then approved OMB inflation cap as shown in the consumer price index for urban wage earners and clerical workers

(CPI-W).

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

L. Summer and Winter Breaks

NOTICE: Offerors are advised that the Department has decided to revise the current system of accruing and granting student annual leave as described in PRH, Chapter 4.

Effective July 1, 2000, the current system will be replaced. The new system will have two standardized breaks: a 3-week break during the summer and a 2-week break during the winter. This is in contrast to the current system (See PRH, Chapter 4.1) under which students may be released to take annual leave at any time of the year.

During both the summer and winter break periods, **normal center activities will be suspended.** However, centers will be expected to provide living accommodations for students who are unable or unwilling to return home during such break periods.

The Department will not mandate that Center Staff be required to take vacations during these breaks. However, offerors are free to structure their own organizational employment policy to accommodate these break periods.

Since this new policy will be fully implemented within the **first contract year**, offerors proposals should reflect these changes.

Section 6: Transition/Phase-out Proposal - (Original + 2 Copies)

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

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

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

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

The Government also recognizes that if the incumbent is not the successful offeror, the incumbent

contractor will have certain activities to perform in the orderly phase-out of operations; therefore, the incumbent shall submit a 30-day Phase-Out Proposal outlining in detail the phase-out plan. Included will be the period of time involved for each action, staff requirements, and major steps to be accomplished during the phase-out period. The phase-out period will begin the same time as the transition period, 30 days prior to the end of the incumbent's contract, and end on the last day of the incumbent's contract.

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

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

SECTION M - EVALUATION FACTORS FOR AWARD

ITEM I. EVALUATION OF PROPOSALS

A. Procurement Review Panel

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

B. Evaluation Categories

All submissions referred to above will be evaluated based on the following points:

Section

Points Possible

1. Technical Proposal (8 sections, each separately bound)

Outreach/Admissions	4
Placement	4
Student Training	16
Social Development Support	12
Student Administrative Support	5
Health Services	4
Program Administration and Management	12
State Coordination & Special Services Plan	0
SUBTOTAL	57

2. Past Performance and Experience	25
3. Subcontracting Plan	5
4. Staff Qualifications	5
5. Cost Justification	8
6. Transition/Phase-Out Proposal	<u>0</u>
TOTAL MAXIMUM POINTS POSSIBLE	100

C. Evaluation Criteria

1. Technical Proposal:

Each technical proposal shall be evaluated against the criteria detailed below. Evaluation points assigned to each part and subcategory indicate the degree of importance which has been assigned to each area. Offerors should keep this in mind when complying with the **600** page limitation.

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

In addition to specific evaluation criteria, the following will be used to evaluate each part of the proposal:

- A. To what extent is the design of each section of the proposal complete, clear, concrete and consistent, internally and with other proposal sections?
- Ž To what extent are the systems, procedures and approaches proposed consistent with the Job Corps mission and policies?
- Ž How effectively does the offeror's proposal recognize and tailor programs to operate in

the context of the center's student population, site condition, configuration, geographic location and the local and regional labor market?

- Ž How effective is the proposal in offering feasible, proven strategies and methods to ensure the achievement of Job Corps' specified outcomes and quality indicators?
- Ž How well does the offeror's proposal incorporate School to Work principles throughout its training program?

Listed below are the categories, subcategories and corresponding weights that will be used to evaluate the proposal:

A. Outreach/Admissions (4 Points)

- Administration of O/A Programs (40%)
- Outreach (20%)
- Eligibility (20%)
- Readmission (5%)
- Assignment & Departure (15%)

B. Student Training (16 Points)

- Administration of Training Programs (15%)
- Curriculum Standards (3%)
- Orientation (5%)
- Employability Training (5%)
- Social Skills Training (10%)
- Diversity Training (4%)
- Occupational Exploration(4%)
- Test of Adult Basic Education (3%)
- Evaluation of Student Progress (4%)
- Reading (4%)
- Mathematics (4%)
- GED Certificate/High School Diploma (5%)
- Work Place Communications (4%)
- Wellness (2%)
- Driver Education (2%)
- English as a Second Language (3%)
- Vocational Training (7%)
- Work-Based Learning (7%)
- Vocational Skills Training (7%)
- Advanced Vocational Training (2%)

C. Social Development Support (12 Points)

- Residential Living (25%)
- Counseling (20%)

Recreation/Avocational Programs (20%)
 Student Government and Leadership (15%)
 Behavior Management (20%)

D. Student Administrative Support (5 Points)

Student Attendance, Leaves and Absences (15%)
 Student Allowances and Allotments (5%)
 Student Records Management (10%)
 Student Enrollments, Transfers and Separations (5%)
 Student Clothing (10%)
 Student Transportation (5%)
 Food Service (40%)
 Student Civil Rights, Non-discrimination, Legal Services (5%)
 Other Student Services (5%)

E. Health Services (4 Points)

Delivery of Services (30%)
 Related Health Programs (20%)
 Health Administration (50%)

F. Child Development Program (0 Points)

Administration of On-Center Child Development Program (100%)

G. Placement (4 Points)

Administration of Direct Placement Services (40%)
 Placement Services (60%)

H. Program Administration and Management (12 Points)

Administration & Management (50%)
 Facilities, Environmental Health and Safety (25%)

V. State Coordination and Special Services Plan (0 Points)

2. Past Performance and Experience (25 points)

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

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

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's references will assist in collecting this

information. References other than those identified by the offeror, may be used by the Government. All such information may be used in the evaluation of the offeror's past performance.

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

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

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

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

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

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

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

1. **Automated Past Effectiveness Report (20 points)**

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

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

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

d. **Experienced Job Corps Contractors:(Center Operations, with Outreach, Admission and/or Placement Component): (20 points)**

If the Center being procured includes outreach, admissions, and placement (OA/P) responsibilities, an

offeror's automated Center and OA/P score, along with additional information (see below), will be used to determine a past effectiveness score.

1. Automated Past Effectiveness Report (20 points)

If an offeror has no OA/P experience, but has Center operations experience, the Center's automated past effectiveness scores along with additional information (see below) will be used to determine a past effectiveness score. The weight given to OA/P scores will be directly related to the size and scope of OA and/or P services being procured.

For this procurement, see item checked below:

_____ This RFP for Center operations includes no OA/P quotas. Therefore, the offeror will be evaluated in accordance with c, above.

_____ This RFP for Center operations includes OA quotas in the local area only and/or only for input into the Center being procured. The offeror's Center automated past effectiveness score will be factored at 95%, and the OA automated past effectiveness score at 5%.

(Formula: Center automated past effectiveness score x 95% + OA automated past effectiveness score x 5% = Past Effectiveness points.)

_____ This RFP for Center operations includes statewide OA quotas. The offeror's Center automated past effectiveness score will be factored at 90%, and the OA automated past effectiveness score will be factored at 10%.

(Formula: Center automated past effectiveness score x 90% + OA automated past effectiveness score x 10% = Past Effectiveness points)

_____ This RFP for Center operations includes placement quotas only in the local area. The offeror's Center automated past effectiveness score will be factored at 95%, and the placement automated past effectiveness score at 5%.

(Formula: Center automated past effectiveness score x 95% + placement automated past effectiveness score x 5% = Past Effectiveness points)

_____ This RFP for Center operations includes broad or statewide placement quotas. The offeror's Center automated past effectiveness score will be factored at 90%, and the placement automated past effectiveness score at 10%.

(Formula: Center automated past effectiveness score x 90% + placement automated past effectiveness score x 10% = Past Effectiveness points)

_____ This RFP for Center operations includes quotas for both OA/P, but in the local area only. The offerors Center automated past effectiveness score will be factored at 90%, and the OA/P automated past effectiveness score at 10%.

(Formula: Center automated past effectiveness score x 90% + OA/P automated past effectiveness

score x 10% = Past Effectiveness points)

X This RFP for Center operations includes quotas for both OA/P, and the OA/P responsibilities are broad or statewide. The offeror's Center automated past effectiveness score will be factored at 80%, and the OA/P automated past effectiveness score at 20% **OR** X 85% and 15%.

(Formula: Center automated past effectiveness score x 80% plus OA/P automated past effectiveness score x 20% = Past Effectiveness points)

OR

(Formula: Center automated past effectiveness score x 85% + OA/P automated past effectiveness score x 15% = Past Effectiveness points)

2. Additional Information (5 points)

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

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

3. Subcontracting Plan (5 Points) (Does not apply to Small Businesses)

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

4. Staff Qualifications (5 Points)

Your proposal will be evaluated to determine the qualifications of key staff proposed in relation to the duties described in your position descriptions; the credentials, experience, accomplishments and availability of proposed key staff.

5. Cost Justification (8 points)

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

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

No Job Corps funds will be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of \$125,000 per year. Proration means that the amount charged for a less than full-time employee can not exceed an annualized rate of \$125,000. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract including subcontracted services. In evaluating the Cost Proposal category, the Government will not weigh cost against technical merit, but will evaluate the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered. The Estimated Cost itself will not be scored.

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

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

The Government will evaluate the Total Compensation plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality.

The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits). Therefore, the cost justification evaluation category will include an assessment of the Total Compensation Plan.

1. In establishing compensation levels for all employees, the total compensation (both salaries, fringe benefits, bonuses, or monetary awards to employees) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel. The salary rates or ranges must recognize the distinct differences in skills and the complexity of varied disciplines as well as job difficulty.

Proposals offering total compensation levels less than currently being paid by the predecessor

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

2. Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the job categories so as to impair the contractor's ability to recruit and retain competent employees may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.
3. An assessment of the potential for adverse effect upon performance and maintenance of the required number of employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

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

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

Transition proposals shall be evaluated to determine the following:

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

ITEM II. 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 list all proposed key personnel and shall indicate whether these persons are currently being proposed as key personnel for any other projects. Offerors who are bidding on more than one contract

may propose a single individual for positions on both contracts. This simultaneous bidding of key personnel will not be considered negatively in the evaluation of proposals. However, offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process.

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

B. Competitive Range

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

C. Discussions - Final Proposal Revisions

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

D. Selection for Award

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

E. Calculation and Evaluation of Cost

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

1. Base two-year costs

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

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

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

After a cost analysis of each Business Management Proposal for the base period (i.e., the base two-year period for the operation of the center), the options, and the total cost, a further evaluation will be performed to determine the reasonableness of cost presented in the Phase-Out Proposal and/or the Transition Proposal.

The incumbent will not incur a transition cost, and the phase-out cost will act as a negative factor for a challenging offeror when considering total estimated cost. In consideration of the above, it is imperative that the incumbent not overstate phase-out costs, as they will be reduced for cost comparison purposes based on their failure to meet the test of reasonableness noted above.

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

ITEM III CONTRACTOR RESPONSIBILITY

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

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

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