

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 100			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 1605JW-23-R-00009		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09/05/2023		6. REQUISITION/PURCHASE NUMBER 1631-OJC-23-OJ6-0116	
7. ISSUED BY US Department of Labor Job Corps Acquisition Services 200 Constitution Ave, NW N-4643 Washington DC 20210		CODE JCAS		8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									

SOLICITATION									
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until <u>02:00 P.M. ES</u> local time <u>10/09/2023</u> (Hour) (Date)									
CAUTION: LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Carmelo P. Nuestro		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 415 625-2385			C. E-MAIL ADDRESS NUESTRO.CARMELO.P@DOL.GOV		

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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 is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	

AWARD (To be completed by government)									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) Carmelo P. Nuestro				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This solicitation is for operation of the Los Angeles Job Corps Center with Outreach & Admissions and Career Transition Services. Period of Performance: 03/01/2024 to 03/31/2029				
0001	Phase In Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 03/01/2024 to 03/31/2024				
0002	Center Operations Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2024 to 03/31/2026				
0003	Outreach & Admissions Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2024 to 03/31/2026				
0004	Career Transition Services Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2024 to 03/31/2026				
0005	Construction, Rehabilitation, and Acquisition (CRA) Product/Service Code: M1CZ Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2024 to 03/31/2026				
	Equipment Product/Service Code: M1CZ				
0007	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2024 to 03/31/2026				
	Career Technical Skills Training Product/Service Code: M1CZ				
0008	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2024 to 03/31/2026				
	Special Projects/Initiatives as Directed by the Government Product/Service Code: M1CZ				
1002	Delivery Location Code: ETA (OCM) US DEPARTMENT OF LABOR 200 CONSTITUTION AVE, NW ROOM N4643 WASHINGTON DC 20210 USA Period of Performance: 03/01/2024 to 03/31/2026				
	Center Operations Product/Service Code: M1CZ				
1003	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2026 to 03/31/2027				
	Outreach & Admissions Product/Service Code: M1CZ Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1004	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2026 to 03/31/2027				
	Career Transition Services Product/Service Code: M1CZ				
1005	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2026 to 03/31/2027				
	Construction, Rehabilitation, and Acquisition (CRA) Product/Service Code: M1CZ				
1006	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2026 to 03/31/2027				
	Equipment Product/Service Code: M1CZ				
1007	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2026 to 03/31/2027				
	Career Technical Skills Training Product/Service Code: M1CZ				
	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2026 to 03/31/2027 Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 1605JW-23-R-00009	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1008	Special Projects/Initiatives as Directed by the Government (Option Line Item) (Anticipated Option Exercise Date) 04/01/2026 Product/Service Code: M1CZ Delivery Location Code: ETA (OCM) US DEPARTMENT OF LABOR 200 CONSTITUTION AVE, NW ROOM N4643 WASHINGTON DC 20210 USA Period of Performance: 04/01/2026 to 03/31/2027				
2002	Center Operations Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2027 to 03/31/2028				
2003	Outreach & Admissions Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2027 to 03/31/2028				
2004	Career Transition Services Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2027 to 03/31/2028				
2005	Construction, Rehabilitation, and Acquisition (CRA) Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2006	200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2027 to 03/31/2028 Equipment Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2027 to 03/31/2028				
2007	Career Technical Skills Training Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2027 to 03/31/2028				
2008	Special Projects/Initiatives as Directed by the Government (Option Line Item) (Anticipated Option Exercise Date) 04/01/2027 Product/Service Code: M1CZ Delivery Location Code: ETA (OCM) US DEPARTMENT OF LABOR 200 CONSTITUTION AVE, NW ROOM N4643 WASHINGTON DC 20210 USA Period of Performance: 04/01/2027 to 03/31/2028				
3002	Center Operations Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				
3003	Outreach & Admissions Product/Service Code: M1CZ Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3004	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) US Department of Labor, Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029 Career Transition Services Product/Service Code: M1CZ				
	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) US Department of Labor, Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				
3005	Construction, Rehabilitation, and Acquisition (CRA) Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) US Department of Labor, Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				
	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) US Department of Labor, Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				
3006	Equipment Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) US Department of Labor, Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				
	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) US Department of Labor, Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				
3007	Career Technical Skills Training Product/Service Code: M1CZ Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) US Department of Labor, Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				
	Delivery: 03/01/2024 Delivery Location Code: JOB CORPS (DES) US Department of Labor, Job Corps 200 Constitution Ave. NW Washington DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				
3008	Special Projects/Initiatives as Directed by the Government Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3009	(Option Line Item) (Anticipated Option Exercise Date) 04/01/2028 Product/Service Code: M1CZ Delivery Location Code: ETA (OCM) US DEPARTMENT OF LABOR 200 CONSTITUTION AVE, NW ROOM N4643 WASHINGTON DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				
	Phase-out (Option Line Item) (Anticipated Option Exercise Date) 04/01/2028 Product/Service Code: M1CZ Delivery Location Code: ETA (OCM) US DEPARTMENT OF LABOR 200 CONSTITUTION AVE, NW ROOM N4643 WASHINGTON DC 20210 USA Period of Performance: 04/01/2028 to 03/31/2029				

SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

The U.S. Department of Labor, Job Corps has a requirement for operating the Los Angeles Job Corps Center located at 1031 South Hill Street, Los Angeles, CA 90015-1613.

The North American Industry Classification System (NAICS) code for this acquisition is **611519**. The small business size standard is **\$47M**.

The Contractor shall operate the aforementioned Job Corps Center, which includes providing academic, career technical, career success skills, and career development training, and related support services, for a **PLANNED On Board Strength (OBS)** total of 614 students consisting of 148 residential male students, 232 residential female students, 117 nonresidential male students, and 117 nonresidential female students.

The Contractor shall provide Outreach and Admissions services at a location(s) determined by the contractor to ensure the arrival of a minimum of 758 students into the Job Corps program annually for residential male and female students, and nonresidential male and female students. The Contractor shall undertake all measures and efforts necessary to ensure that the center attains and/or maintains an average monthly OBS equal to 100% of the center's planned OBS (planned OBS for this Center is set out at Section C.2.B below).

The Contractor shall provide Career Transition Services for all graduates and former enrollees of the center, regardless of where the graduate or former enrollee resides or matriculates. The Contractor shall be responsible for providing CTS services for all graduates and former enrollees within their eligibility period that separated under the prior operator.

For purposes of this procurement, the Contractor should estimate annual inflow of students for providing CTS in accordance with the contractor's approach to operating this center.

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

B.2. PRICING SCHEDULE

The resulting contract will include Contract Line Item Numbers (CLINs) that are: 1) Firm Fixed Price (FFP), 2) Fixed-Price with a Price Adjustment (FP/PA), or 3) Cost Reimbursement (CR) with specified Not-to-Exceed (NTE) amounts.

The contract shall include the 1% management fee, which is applied to the center operations CLINs only. Additional provisions regarding fees are found at G.2 below.

Base Period of Performance: 3/1/2024 - 3/31/2026

CLIN	Supplies/Service	QTY	Unit	Unit Price	Amount
0001*	Phase In Type: Firm Fixed Price (FFP)	1	MO		\$ _____
0002	Center Operations 100% Average OBS Type: Fixed Price with Price Adjustment (FP/PA)	24	MO		\$ _____
CLIN	Supplies/Service	QTY	Unit	Unit Price	Amount
0003	Outreach & Admissions – (FFP)	24	MO		\$ _____
0004	Career Transition Services – (FFP)	24	MO		\$ _____
0005	Construction, Rehabilitation, and Acquisition (CRA)	NTE			\$1,347,200
0006	Equipment	NTE			\$1,000,000
0007	Career Technical Skills Training	NTE			\$400,000
0008	Special Projects/Initiatives as directed by the Government	NTE			\$ _____
GRAND TOTAL – BASE PERIOD (CLINs 0001 through 0008)					\$ _____

*Offerors shall propose a price for CLIN 0001; however, the proposed price shall not exceed \$100,000.

OPTION 1 Period of Performance: 4/1/2026 - 3/31/2027

CLIN	Supplies/Service	QTY	Unit	Unit Price	Amount
1002	Center Operations 100% Average OBS Type: Fixed Price with Price Adjustment (FP/PA)	12	MO		\$ _____
CLIN	Supplies/Service	QTY	Unit	Unit Price	Amount
1003	Outreach & Admissions – (FFP)	12	MO		\$ _____
1004	Career Transition Services – (FFP)	12	MO		\$ _____
1005	Construction, Rehabilitation, and Acquisition (CRA)	NTE			\$673,600
1006	Equipment	NTE			\$500,000
1007	Career Technical Skills Training	NTE			\$400,000
1008	Special Projects/Initiatives as directed by the Government	NTE			\$ _____
GRAND TOTAL – OPTION PERIOD ONE (CLINs 1002 through 1008)					\$ _____

OPTION 2 Period of Performance: 4/1/2027 - 3/31/2028

CLIN	Supplies/Service	QTY	Unit	Unit Price	Amount
2002	Center Operations 100% Average OBS Type: Fixed Price with Price Adjustment (FP/PA)	12	MO		\$ _____
CLIN	Supplies/Service	QTY	Unit	Unit Price	Amount
2003	Outreach & Admissions – (FFP)	12	MO		\$ _____
2004	Career Transition Services – (FFP)	12	MO		\$ _____
2005	Construction, Rehabilitation, and Acquisition (CRA)	NTE			\$673,600
2006	Equipment	NTE			\$500,000
2007	Career Technical Skills Training	NTE			\$400,000
2008	Special Projects/Initiatives as directed by the Government	NTE			\$ _____
GRAND TOTAL – OPTION PERIOD TWO (CLINs 2002 through 2008)					\$ _____

OPTION 3 Period of Performance: 4/1/2028 - 3/31/2029

CLIN	Supplies/Service	QTY	Unit	Unit Price	Amount
3002	Center Operations 100% Average OBS Type: Fixed Price with Price Adjustment (FP/PA)	12	MO		\$ _____
CLIN	Supplies/Service	QTY	Unit	Unit Price	Amount
3003	Outreach & Admissions – (FFP)	12	MO		\$ _____
3004	Career Transition Services – (FFP)	12	MO		\$ _____
3005	Construction, Rehabilitation, and Acquisition (CRA)	NTE			\$673,600
3006	Equipment	NTE			\$500,000
3007	Career Technical Skills Training	NTE			\$400,000
3008	Special Projects/Initiatives as directed by the Government	NTE			\$ _____

GRAND TOTAL – OPTION PERIOD THREE (CLINs 3002 through 3008)					\$ _____
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PHASE OUT

CLIN	Supplies/Service	QTY	Unit	Unit Price	Amount
3009**	Phase Out (FFP)	1	MO		\$ _____
GRAND TOTAL – ALL CLINs AND ALL PERIODS (0001 THROUGH 3009)					\$ _____

****Offerors shall propose a price for CLIN 3009; however, the proposed price shall not exceed \$100,000.**

SECTION C. STATEMENT OF WORK

INTRODUCTION

This Statement of Work sets forth the contract performance requirements for the operation and management of the Los Angeles Job Corps Center located at 1031 South Hill Street, Los Angeles, CA 90015-1613. The Statement of Work sets forth performance requirements regarding Center Operations, Outreach and Admissions services as well as Post-Center Career Transition Services.

INCORPORATION OF CONTRACTOR'S PROPOSAL AS REQUIREMENTS OF THE CONTRACT

The contractor's proposal, including but not limited to the technical approach and staff resources section, is incorporated by reference. The contractor's entire proposal may be incorporated into the contract. As a result, the offeror's proposed technical and staffing approaches, including specific staffing resources, processes, and tasks, which are described in the proposal and which go beyond the minimum requirements stated in the SOW and PRH, shall become requirements.

C.1 GENERAL

A. Background

Job Corps is a national residential training and employment program administered by the U.S. 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 the Workforce Innovation and Opportunity Act, Public Law 113-128 (29 U.S.C. Sec. 3101, *et. seq.*) (WIOA).

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

B. Governing Statute, Regulations, and Handbook

The Contractor shall comply with the requirements of WIOA and DOL's implementing regulations for the Job Corps Program, found at Title 20, Chapter V, Part 686 ("Regulations"). Additional operations and reporting requirements for the Job Corps' program are found in DOL's Policy and Requirements Handbook (PRH). The Contractor shall comply with the PRH, which is hereby incorporated by reference in the Contract.

DOL routinely updates and amends the PRH. The Contractor shall be responsible for

complying with all updates and amendments. The PRH is available at:
<https://prh.jobcorps.gov/Pages/Home.aspx>.

In the event of any direct and irreconcilable conflict between a provision in the PRH and another term of this Contract regarding Job Corps operation and reporting requirements, the contract controls.

PRH, Chapter 5.7, R.1, R.2 and R.3 are not applicable to FFP contracts and are not contract requirements. Chapter 5.7, Appendix 502 and Appendix 503 are not applicable to FFP type contracts and are not requirements, this includes all associated Exhibits.

C. Objective

The Contractor shall provide material, services, and all necessary personnel to operate a Job Corps Center (Center). The Contractor shall provide enrolled students, meeting Job Corps' eligibility criteria, as identified in WIOA and the PRH, with a comprehensive range of career development services leading to employment and long-term attachment to the workforce. The Contractor shall:

1. Provide academic, career technical, career success, employability, and independent living skills training.
2. Provide basic health care, counseling, and other support services as required by the PRH.
3. Conduct program operations in a setting that is clean, well maintained, and safe.
4. Assist youth in obtaining employment, additional education or training, or entry into the Armed Forces.
5. Provide support that prepares graduates to maintain long-term attachment to the labor market or further educational opportunities.
6. Integrate center operations with the local workforce development systems, employers, the business community, and community-based organizations.

D. Career Technical Training by National Office Contractors

A portion of the career technical training offered in this program may be training provided under separate contracts between the U.S. Department of Labor and one or more national training Contractors (NTCs) under the terms and conditions specified in the Memorandum of Understanding shown in the PRH. (Any training programs operated by NTCs are identified in Section C.2.C of the RFP.)

C.2 SITE SPECIFIC INFORMATION

The Los Angeles Job Corps Center is located in the city and county of Los Angeles, in the state of California. The property and site are described in the Facility Survey, Vol. 1 and 2, dated June 2020, which is available as an electronic attachment to this RFP in Section J. List of Attachments, Attachment J-9.

A. Youth screened for the Job Corps program shall come from workforce development areas in the state of California as follows:

Job Corps Recruitment Zone CARZ03 consists of the following geographic areas:

Ventura County and Santa Barbara County Workforce Development Areas and select zip codes in the northern part of Foothill Employment and Training Consortium, Los Angeles City, Los Angeles County, Pacific Gateway, SELACO (Southeast Los Angeles County Consortium), South Bay Consortium, and Verdugo Consortium.

The Contractor shall be expected to recruit and screen sufficient numbers of applicants to generate arrivals in accordance with the delivery schedule in Section F. Note: This could include recruiting and screening arrivals for more than one Job Corps Center.

The Contractor will perform recruitment activities only within the designated Recruitment Zone. Prospective applicants who reside within the Recruitment Zone will be automatically referred to the appropriate admissions office. A digital map of Job Corps recruitment zones is available at <https://neapmap.com>.

B. The center can expect to receive arrivals from other contractors performing Outreach and Admissions as follows:

☒ N/A

C. The center shall operate at a planned, average on-board strength as noted below:

Category	Number
Residential Male Students	148
Residential Female Students	232
<i>Subtotal Residential Students</i>	380
Nonresidential Male Students	117
Nonresidential Female Students	117
<i>Subtotal Nonresidential Students</i>	234
Total Planned Average On-Board Strength	614

The Contractor shall continue to pursue activities to ensure OBS levels are maintained in accordance with the contract throughout the contract period. The OBS is a measurement of the contractor's capacity utilization on the Job Corps centers. An OBS average is a calculation of the center's capacity utilization over an identified period of time. The Contractor agrees to maintain the OBS level as specified above in Section C.2.B. Center Design. The requirement to operate the Center at 100% OBS applies independently of the annual arrivals requirements. The Contractor is required to deliver enrollees at higher numbers than specified here if that is necessary to attain and/or maintain full capacity (100% OBS) at the Center they are operating

D. Career technical training programs will be offered in accordance with requirements of the Job Corps PRH, as follows:

Career Technical Training Offered	E-TAR Code	Training Slots	
		On Center	Off Center
Advanced Career Training (ACT)	COLLG-600-ACT-14		30
Other Training Programs (OTP) in Advanced Manufacturing	INADM-100-OTP-18		10
OTP in Automotive & Machine Repair	INAMR-100-OTP-18		28
OTP in Construction	INCON-100-OTP-18		56
Office Administration	OFCAD-100-OJC-17	120	
Clinical Medical Assistant	CMEDA-100-OJC-19	30	
OTP in Health Care	INHEA-100-OTP-18		24
Advanced Training: Licensed Practical/Vocational Nurse	LPLVN-500-OJC-15	30	
Certified Nurse Assistant	NURSE-100-OJC-15	90	
OTP in Hospitality	INHOS-100-OTP-18		25
OTP in Renewable Resources & Energy	INRRE-100-OTP-18		15
Medical Administrative Assistant	MEDAA-100-OJC-12	30	
Transportation Communications Union / International Association of Machinists and Aerospace Workers (TCU/IAM) Advanced Training: Transportation Service Worker with 7 specialty modules	TROFC-500-TCU-19	60	
Computer Networking/Cisco - Information Technology (IT) Essentials	CISCO-100-OJC-20	30	
TOTAL SLOTS		390	188
		578	

PLEASE NOTE: Delivery of Career Technical Training programs in accordance with PRH is at a location identified by the contractor.

E. The Contractor shall provide Career Transition Services for all graduates and former enrollees of the center, regardless of where the graduate or former enrollee resides or matriculates. The Contractor shall be responsible for providing CTS services for all graduates and former enrollees within their eligibility period that separated under the prior operator.

F. Staff Housing (☐ is ☒ is not available at this center):

If applicable, the Contractor shall operate and manage staff housing associated with this Center. The Contractor shall ensure that rates are charged in accordance with OMB Circular A-45, which implements 5. U.S.C. Section 5911 (1976). This Circular requires that basic rental rates be set at rates prevailing in the area for similar housing.

The following is a sample description of staff housing provided:

Example: The center has four (4) 1-bedroom apartments and two (2) 3-bedroom ranch style houses available. With the apartments, every two apartments share a laundry room. Utilities are also included in the rent. The units are available to staff only and are located in the lower portion of the campus (on the outskirts of the center).

The Contractor shall submit a plan and schedule of rates pursuant to PL 88-459 for housing for non-students to the Contracting Officer's Representative (COR), no later than 30 days after contract award.

G. On-Center Child Care Program (☐ is ☒ is not required):

If required, the Contractor shall provide a structured child development program at the _____ campus for approximately _____ children. Child development programs shall be operated in accordance with the PRH.

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

If required, the Contractor shall provide a residential training program for approximately ____ single parents and their children. Parents and children shall live together in a dormitory specifically designed to accommodate children. The Contractor shall provide a safe, healthy living environment for parents and their children by implementing procedures for handling emergencies and illness, and for ensuring the operator of the on-site Child Development Center follows similar procedures. Minimum requirements are found in the PRH.

H. Phase-In and Phase-Out

The Government recognizes that if the incumbent contractor is not the successful Offeror, the successful Offeror will then assume responsibility over the Job Corps center operations. The incoming contractor will have a phase-in period to become familiar with the 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 once the phase-in period is complete. There will be only one contractor responsible for center operations at any given time. Phase-In preparations shall not cause any unreasonable disruption/interference with the departing contractor's operation. When the new contractor assumes operations, the former contractor shall not cause any unreasonable disruption/interference upon departure.

I. Failure to maintain staffing levels

The contractor shall have a maximum staff vacancy rate not exceeding 4% of the total number of staff positions. The contractor shall complete and submit the vacancy information section in the attached Wage Comparability tool by 10th day of every month. Beginning the first month of center operations, if the contractor's vacancy rate exceeds 4% (as reported in the monthly Wage Comparability Tool submitted during the following month), the contractor shall reduce its invoiced price by an amount equal to the sum of the monthly salary(ies) for all vacant positions over the permitted 4%. The positions subject to the reduction shall be the oldest vacancies, as determined by the contractor's vacancy section of the Wage Comparability tool. If any of the vacancies subject to the reduction occurred (were separated) during the month for which the report applies, the position will not be subject to the reduction, but shall be used in the contractor's calculation of total vacancies and total percentage of vacancies.

Please see table below detailing 4% vacancy allowance. The value of the salary for a vacant position shall be determined by the value listed for that position in attachment J.28. Upon the first day of the first month of center operations, the contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, an updated J.28 that includes employee numbers for hired staff. G&A, Management fee, and any other profit shall not be included in the reduction. Reductions in pricing must be shown in the contractor's invoice. See attached invoice template attachment J.20.

At the end of each contract year, the Government will adjust via modification (as appropriate), the contract price for the contract year, to reflect the total price paid during the contract period, including reductions for vacancies described above.

The contractor acknowledges that this reduction in price does not absolve the contractor from responsibility to perform the contract with a vacancy rate not exceeding 4%.

Total Number of Staff Positions	
Total Number of Vacancies Permitted within the 4% (rounded <u>up</u> to the nearest whole number)	

Note: To be completed upon award.

Example #1: If the total number of staff positions under the contract is 100, the contractor is permitted to have four vacancies. If the contractor reports that the total number of vacant positions on was 10, then the contractor shall reduce its invoice for the six positions over the contractually permitted four. The six positions whose salary is subject to the reduction are the six oldest vacancies according to the report. If one of the six vacancies became vacant during the month for which the report is submitted, then the contractor will only have to subject the five oldest vacant positions to the reduction.

Example #2: If the total number of staff positions is 260, the contractor is permitted to have 11 vacancies. If the contractor reports during its monthly Wage Comparability tool submission that the number of vacant positions is 30, the contractor shall compensate DOL for the 19 vacant positions over its contractually permitted 11 vacancies. If five of the 19 positions over the 4% became vacant during the month for which the report is submitted, then the contractor will be subject to a reduction for the 14 positions oldest positions.

The contractor shall complete the vacancy information section in the attached Wage Comparability Tool/2100S (Attachment J-27) by the 10th day of the month.

SECTION D. PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E. INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES "INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES -- FIXED-PRICE	AUG 1996

E.2 INSPECTION AND EVALUATION

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 Contracting Officer's Representative (COR) at the Contractor's offices, the Job Corps Center, or the U.S. Department of Labor, Employment & Training Administration, as applicable.

SECTION F. DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 TYPE OF CONTRACT

This is a contract consisting of Firm Fixed Price (FFP), Fixed Price with Price Adjustment (FP/PA), and Cost Reimbursement (CR), with specified Not-to-Exceed (NTE) amounts.

F.3 PERIOD OF PERFORMANCE

Phase In: If appropriate, for the purpose of assuming the responsibility of center operations, the Contractor shall perform necessary phase-in functions for a period of 30 days (or one month).

Operations: Center Operations shall commence in accordance with Section B of the contract.

Outreach and Admissions and Career Transition Services shall commence in accordance with Section B of the contract.

Phase Out: If appropriate, for the purpose of transitioning the responsibility of center operations, the Contractor shall perform necessary phase-out functions in accordance with Section B of the contract.

F.4 PLACE OF PERFORMANCE

Identified in Section C of this solicitation.

F.5 DELIVERABLES

In addition to those deliverables required in the PRH, the Contractor shall, when applicable adhere to the following input schedule below:

The contractor should take into consideration arrivals that will be delivered by other contractors performing Outreach and Admissions, as specified in section C.2 above. However, the requirement to operate the Center at 100% OBS (see Section C.2.B), applies independently of the annual arrivals requirements in these tables and arrivals anticipated from third party Outreach and Admissions contractors. The Contractor is required to deliver enrollees at higher numbers than specified here if that is necessary to attain and/or maintain full capacity (100% OBS) at the Center they are operating.

Annual Arrivals by Center – Enrollee Assignment Plan*					
Center	Male Residential	Male Non-residential	Female Residential	Female Non-residential	Total
Los Angeles	130	100	214	100	544
Long Beach	57	0	57	0	114
Clearfield	50	0	50	0	100
Grand Total					758

*Note that <https://neapmap.com> provides information on arrival goals and designated recruitment zones. In the event that there is a discrepancy between <https://neapmap.com> and the contract, the contract shall take precedence over the neapmap.

Annual Arrivals by Month			
Month	Male	Female	Total
April	35	30	65
May	35	30	65
June	35	30	65
July	35	30	65
August	35	30	65
September	35	30	65
October	35	30	65
November	32	30	62
December	26	23	49
January	32	30	62
February	35	30	65
March	35	30	65
Total:	405	353	758

F.6 PERFORMANCE MEASURES

The Contractor's obligations regarding performance outcomes are set out in the PRH. Generally, the Government will measure performance through the program's performance management system which is comprised of four Outcome Measurement System (OMS) Report Cards. The four Report Cards are Outreach and Admissions (OA) Report Card OAOMS; Center Report Card Center OMS; Career Transition Services (CTS) Report Card (POMS); and Career Technical Training (CTT) Report Card CTT. Each report is designed to reflect results in a specific area of student services and represents a discrete pool of students.

To add to the quantitative components of the performance system, there are additional reports that evaluate center quality, providing an additional view of the program's performance. These reports are the Student Satisfaction Survey (SSS); Weekly, Monthly and Cumulative On-Board Strength Reports; the Monthly Center Summary Report (MPO 35); and the Contractor Performance Assessment Report (CPAR).

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) CLAUSE

- (a) A Contracting Officer's Representative (COR) will be delegated upon award. A copy of the delegation memorandum will be provided to the COR and a delegation letter sent to the vendor.
- (b) The COR is responsible, as applicable, for receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor, which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the contracting officer must issue such changes.

(End of clause)

G.2 FEES

Payment of Management Fees:

The contractor will earn a 1% Management Fee for Center Operations ONLY (CLIN XX02), in accordance with WIOA. The contractor shall include this 1% Management Fee in the Center Operations CLINs (XX02).

Equitable Adjustments to the contract price resulting from new Wage Determinations (in accordance with contract clause 52.222-41) or increases to the Federal Minimum Wage (in accordance with contract clause 52.222-55) shall not include G&A or Profit, to include the 1% Management Fee.

G.3 INVOICE REQUIREMENTS

DOL-2019-03 Submission of Invoices (August 2019)

A. Applicability

Contracting Officers shall insert this clause in all solicitations and awards. For existing awards, the Contracting Officer will determine whether the contract action should be modified to incorporate the clause.

B. Definitions

None

C. Requirements

1. Electronic Invoice Submittal

Invoices for the services/goods provided under this award shall be submitted through the Department of Treasury's Invoice Processing Platform (IPP). IPP is a Federal Government owned and operated website accessible to contractors free of charge. Information about IPP, including enrollment instructions, are available and should be obtained by the enrolled contractors directly from the Department of Treasury after award.

a. The following instructions apply to Invoices submitted through IPP.Gov:

IPP invoice attachments SHALL NOT exceed the size limit of 10 megabytes (MB) each. However, you may submit multiple attachments of less than 10MB each with the invoices.

i. DO NOT submit an invoice or attachment that uses shading or color.

A. An emailed Portable Document Format (PDF) image cannot have any text that has a background with any color other than white. If the image has a shaded background, it will be converted to black, and the text will be illegible.

B. An emailed Tagged Image File Format (TIFF) image must be black and white.

ii. DO NOT submit more than one invoice at a time.

iii. DO NOT attempt to use the "Recall or Resend" email message feature.

b. Electronic invoices shall be in PDF or TIFF format.

2. Paper invoices shall not be accepted.

3. General Information

Payment due date is to be calculated from the date the invoice is received in accordance with FAR 32.905 and the instructions above.

Inquiries regarding invoices must be emailed to OCFOinvoiceinquiries@dol.gov. The relevant invoice must be attached to the inquiry email and the subject line of the email must state "INQUIRY", as shown in the following example:

INQUIRY: <Contractor Name>, DOL Agency, <Contract Number, BPA Call or Order Number>, Invoice Number, <Invoice Amount>

The contractor **SHALL NOT** use the DOL electronic invoicing email address for inquiries about any invoice.

Questions

All questions regarding Electronic Invoicing shall be sent to the DOL Office of the Chief Financial Officer (OCFO) at OCFOinvoiceinquiries@dol.gov.

End of Clause

G.4 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 conditions of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the Contracting Officer.

G.5 REMEDIES FOR CONTRACTOR FAILURE TO COMPLY WITH SEPARATION AND LEAVE REQUIREMENTS

The contractor agrees to comply with the requirements in this Contract and the PRH regarding the separation of students from the program and the authorization and recording of student leave. A violation of those requirements results in inaccurate enrollment numbers, which in turn leads to inflated payments to the Contractor and other costs to the Government, some of which are difficult-to-quantify opportunity costs.

The Contractor agrees that as a remedy for such violations, the Contractor will pay the Government an amount calculated by multiplying the total number of Invalid Days by fifteen percent (15%) of the Student Per Day Amount. The number of Invalid Days is the number of calendar days a student was improperly listed as enrolled (in the reported on-board strength) or granted invalid leave. If multiple students were improperly listed or granted invalid leave, the number of Invalid Days is the sum of such days for each student. The Student Per Day Amount is calculated as set forth in the Table below.

	Calculation of Student Per Day Amount				
Period of Performance	CLIN X002 Total Price for Period	Planned OBS	Number of Days in Period of Performance	Student Per Period Amount (CLIN X002/OBS)	Student Per Day Amount (Student Per Period Amount/Number of Days)
Base Period:	\$				
Option Period One:	\$				
Option Period Two:	\$				
Option Period Three:	\$				
Average	\$				

Please note that this clause is also applicable to circumstances where the contractor fails to properly separate a student from the program as a result of student misconduct.

G.6 REMEDIES FOR CONTRACTOR FAILURE TO COMPLY WITH OTHER ENROLLMENT REQUIREMENTS

The contractor agrees to comply with the requirements for eligible enrollments. The contractor agrees that it will refund the Government for costs associated with an ineligible enrollment, which may include the cost to the Government for each day a student is improperly enrolled in the program (counted in the reported OBS). The contractor agrees further that the refundable cost to the Government for each day a student was improperly present in the program (counted in the reported on-board strength), is 15% of the Student Per Day Price (see Section G.5). This “Per Day Price” is then multiplied by the total number of days that the ineligible student was in the program.

If the annual student price is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average OBS.

G.7 REMEDIES FOR CONTRACTOR FAILURE TO COMPLY WITH PLACEMENT REQUIREMENTS

As a remedy for the violation of the requirements of the Contract regarding CTS as identified in the PRH, the contractor agrees to pay the government the costs associated with placements found to be invalid, and shall be required to reimburse the Government in the amount of \$750 per invalid placement.

G.8 REMEDIES FOR MISREPORTED ACADEMIC AND CAREER TECHNICAL TRAINING (CTT) CREDITS

As a remedy for the violation of the requirements of the Contract regarding Academic (High School Equivalency and High School Diploma, HSE/HSD) or CTT Completion as identified in the PRH, the contractor agrees to pay the government \$200 for each misreported HSE/HSD and \$500 for each misreported CTT Completion.

G.9 PRICE ADJUSTMENT FOR LESS-THAN-100% ON BOARD STRENGTH

The total contract value at the time of award will be based on Section B.2, Pricing Schedule, which is based on attaining and maintaining an average monthly OBS of 100% of the planned OBS. The Contract requires the Contractor to undertake every effort necessary to attain and/or maintain 100% average monthly OBS.

(The contractor will be permitted a grace period of three (3) months, for which the contractor can bill at the 100% OBS price, regardless of the actual average OBS for the month billed. The three month period shall begin during the first full month of center operation). Does not apply to incumbent contractor.

After the three month grace period, should the average monthly OBS level be less than 100% in any month, the Contractor's price for the month will be adjusted downward based on the actual average OBS during that month. "Average OBS" means the OBS as established for the (CIS->Accountability->Reports->Center Reports->Center On Board Strength Report->Select Reporting Period).

The reduction of the price pursuant to this clause is in addition to, and does not constitute a waiver by the Government of, other remedies available under the contract for the contractor's failure to achieve 100% OBS.

The adjusted monthly price for less than 100% OBS shall computed based on the following formula:

$$\begin{aligned}\text{Adjusted Monthly Price} &= \text{CLIN XX02 Monthly Price} \times \text{Adjustment Percentage} \\ \text{Adjustment Percentage} &= 100 - [(100 - \text{"Average OBS"}) / 100 \times 15]\end{aligned}$$

The following hypothetical examples are provided solely for the purpose of illustrating how the formula operates. Suppose that for the base period of the contract, the CLIN 0002 unit price per month is \$1 million. In the fifth month of contract performance, the Average OBS for the Center was reported to be 64%. In that case, the Adjusted Monthly Price for that month, which is the amount that the Contractor would be entitled to receive is \$955,460, calculated as follows:

$$\begin{aligned}\text{Adjustment Percentage} &= 100 - [(100 - \text{"Average OBS"}) / 100 \times 15] \\ &= 100 - [(100 - 64) / 100 \times 15] \\ &= 100 - [(36 / 100 \times 15)] \\ &= 100 - 5.4\% \\ \text{Adjusted Monthly price} &= \$1,000,000 \times 94.6\% \\ &= \$946,000\end{aligned}$$

At the end of each contract period, the Government will adjust via modification, the contract value for that period, to reflect the total price paid during the contract period.

G.10 NOT TO EXCEED CONTRACTING LINE ITEMS

Not to Exceed (NTE) Contract Line Items XX05 (CRA), XX06 (Equipment), XX07 (CTST) and XX08 (Special Projects) are cost-reimbursement type CLINs. The government will fund NTE CLINs as equipment, projects or work is required.

CRA Projects funded through the CRA CLIN will be identified by a Job Corps Deficiency Number. Project Progress and Funding must be tracked in accordance with the Deficiency Number and invoiced in accordance with the funding code associated with the Deficiency Number.

G.11 FAILURE TO COMPLY WITH CONTRACT TERMS

The contractor shall be held liable for failure to comply with the terms of this contract, including any fraudulent activity resulting from the actions of the contractor or contract staff in accordance with the following clauses, incorporated by reference:

52.203-8	(May 2014)	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	(May 2014)	Price or Fee Adjustment for Illegal or Improper Activity

G.12 PAYMENT BY ELECTRONIC FUNDS TRANSFER – 52.204-7 System for Award Management.

SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

G.13 FAILURE TO COMPLY WITH SIGNIFICANT INCIDENT REPORTING AND MANAGEMENT REQUIREMENTS

The contractor understands and agrees that the requirements to timely report and manage significant incidents as set forth in the PRH are material requirements of this contract. If the contractor fails to comply with those requirements, the government may seek appropriate remedies, which may include withholding of payment, the assessment of damages for breach of contract, and the termination of the contract for default. Failure to comply with significant incident reporting and management requirements may also lead to poor ratings in the contractor's performance assessment reports and may, in certain cases, warrant referral of the contractor for suspension and/or debarment action. The failure to comply with these requirements also may give rise to liability for damages incurred by third parties, in which case the contractor agrees to indemnify and hold harmless the government against any such claims and related costs.

G.14 52.203-19 – PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in subpart [2.1](#) entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

G.15 DOL 2018-03 RECORDS MANAGEMENT REQUIREMENTS (AUGUST 2018)

A. Applicability

The Contracting Officer shall insert this clause in all solicitations and awards in which the Contractor creates, works with, or otherwise handles Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

"Federal record" as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. Includes Department of Labor (DOL) records.
2. Does not include personal materials.
3. Applies to records created, received, or maintained by Contractors pursuant to their DOL contract.
4. May include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration

(NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32(b), all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. DOL and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOL or destroyed except for in accordance with the provisions of the applicable agency schedules and with the written concurrence of the Head of the Contracting Activity in consultation with the Agency Records Officer. Willful and unlawful destruction, removal, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to DOL. The agency must report the incident directly to their Agency Records Officer. The Agency Records Officer will engage the Departmental Records Officer who will follow procedures promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems

operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to DOL's control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is expressly prohibited unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and DOL guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DOL policy.
8. The Contractor shall not create or maintain any records containing any non-public DOL information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. DOL owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DOL shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take the annual mandatory records management training, which will be provided by DOL, as directed by the Contracting Officer's Representative (COR). The training shall be completed in a timeframe specified by the COR. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flow down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

(End of clause)

G.16 DOL 2018-02 DOL MANDATORY TRAINING REQUIREMENTS FOR CONTRACTOR EMPLOYEES (AUGUST 2018)

A. Applicability

Contracting Officers shall insert this clause in all solicitations and awards for services, including construction.

B. Definitions

None

C. Requirements

- (1) Where required and applicable, contractor employees, including employees of subcontractors at any tier, shall complete any DOL designated and hosted training, that the Contracting Officer's Representative (COR) identifies as mandatory. Training shall be completed in a timeframe specified by the COR.
- (2) Time spent on training shall be counted as regular hours worked.

D. Flow down of requirements to subcontractors

- (1) The Contractor shall ensure this clause is incorporated in all subcontracts, at any tier.

(End of Clause)

G.17 DOL-2018-01 PRIVACY BREACH NOTIFICATION REQUIREMENTS (APRIL 2018)

A. Applicability

Contracting Officers shall insert this clause in all solicitations and contract actions except solicitations and contract actions that are solely for the acquisition of commercially available off-the-shelf (COTS) items.

B. Definitions

"Breach" is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where--

- (1) A person other than an authorized user accesses or potentially accesses Personally Identifiable Information (PII); or
- (2) An authorized user accesses or potentially accesses PII for an unauthorized purpose.

"Information" is defined as any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, electronic, or audiovisual forms (See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource).

"Information System" is defined as a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Personally Identifiable Information" is defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource).

C. Requirements

(a) Contractors and subcontractors who collect or maintain Federal information on behalf of the agency, or uses or operates an information system on behalf of the agency, shall comply with Federal law e.g., FISMA 2014, E-Government Act and the Privacy Act. Additionally, the Contractor shall meet OMB directives and National Institute of Standards and Technology Standards to ensure processing of PII is adequately managed.

(b) The contractor shall:

- Properly encrypt PII in accordance with appropriate laws, regulations, directives, standards or guidelines;

- Report to DOL any suspected or confirmed breach in any medium or form, including paper, oral, and electronic within one hour of discovery;
- Cooperate with and exchange information with DOL (Contracting Officer and Contracting Officer's Representative) as well as allow for an inspection, investigation, forensic analysis, as determined necessary by the DOL, in order to effectively report and manage a suspected or confirmed breach;
- Maintain capabilities to determine what DOL information was or could have been compromised and by whom, construct a timeline of user activity, determine methods and techniques used to access Federal information, and identify the initial attack vector;
- Ensure staff that have access to DOL systems or information are regularly trained to identify and report a security incident. This includes the completion of any DOL mandatory training for contractors;
- Take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised.
- Report incidents per DOL incident management policy and US-CERT notification guidelines.

(c) Remedy:

- A report of a breach shall not, by itself, be interpreted as evidence that the Contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII. If the Contractor is determined to be at fault for the breach, the Contractor may be financially liable for Government costs incurred in the course of breach response and mitigation efforts;
- The contractor shall take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised; Additionally, the individual or individuals directly responsible for the data breach shall be removed from the contract within 45 days of the breach of data;
- The Government reserves the right to exercise all available contract remedies including, but not limited to, a stop-work order on a temporary or permanent basis in order to address a breach or upon discovery of a Contractor's failure to report a breach as required by this clause. If the Contractor is determined to be at fault for a breach, the contractor shall provide credit monitoring and privacy protection services for one year to any individual whose private information was accessed or disclosed. The individual shall be given the option, but the decision is theirs. Those services will be provided solely at the expense of the contractor, and will not be reimbursed by the federal government.

(End of Clause)

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

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

H.2 PAYMENT OF ROYALTIES

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

H.3 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs of work to be performed under this contract and any subcontracts hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor shall include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$10,000. The Contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

H.4 OTHER CONTRACTORS

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

H.5 TRAVEL AND PER DIEM

All travel shall be included in the firm fixed price CLINs. Travel may be associated with work identified under CLIN XX08, as necessary and directed by the Government. All travel shall be in accordance with Federal Travel Regulations. Current Federal Travel Regulations may be obtained from the following website: <https://www.gsa.gov>.

H.6 SERVICE CONTRACT LABOR STANDARDS

- A. 41 U.S.C. chapter 67, Service Contract Labor Standards (also known as the McNamara-O'Hara Service Contract Act or SCA), the regulations at 29 CFR part 4, FAR subpart 22.10, FAR Clause 52.222-41, and all other applicable SCA FAR clauses, are applicable to contracts for the operation and management of Job Corps Centers, and to contracts for

Outreach and Admissions and/or Career Transition Services.

- B. The SCA, SCA regulations, and SCA FAR clauses also apply to any Job Corps Center subcontracts at all tiers.
- C. Accordingly, any contracts or subcontracts described in (A) or (B) above shall include FAR clause 52.222-41 and all other applicable SCA FAR clauses, as well as the appropriate wage determination(s).
- D. Prime contractors and/or subcontractor(s) shall provide the Contracting Officer with a copy of any collective bargaining agreements affecting this contract, in accordance with FAR 22.1008-2.

H.7 WITHHOLDING

The Contracting Officer shall, upon his/her own action or upon written request of an authorized representative of the U.S. 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 that is held by the same prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the Contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the prime Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

H.8 WAGE COMPARIBILITY

The contractor agrees: (1) to pay at least the applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended).

The Contractor understands and agrees that maintaining a stable and qualified workforce is critical to achieving success in performance of this Contract. A high vacancy rate and high turnover in staff can endanger the performance of the contract and may constitute a breach of material provisions of this contract. Accordingly, the contractor understands and agrees to carefully consider the wages and other benefits offered to staff and candidates for employment and ensure those wages and benefits are adequate to attract and maintain a qualified and stable workforce. It is the contractor's responsibility to be familiar with the local area labor market and the wages and benefits that prevail in that market when recruiting for occupations that are critical to the performance and operation of the contract.

In the event of high vacancy rates, high turnover of staff or other performance failures which constitute a material breach of this contract, such payroll records information and documentation of local area wages and benefits may be used by the government to identify the causes for those performance failures and to assess the viability and effectiveness of the contractor's actions and proposed actions to correct those performance failures.

The contractor shall complete and submit the salaries information section in the attached Wage Comparability Tool / 2110S (Attachment J-27) by the 10th of July, October, January, and April every calendar year. In addition, the government may request at any time payroll records from the contractor in order to verify wages and benefits being reported in the Wage Comparability Tool, along with documentation to substantiate that the wages and benefits are comparable to those paid in the local area market for like occupations.

H.9 CONTRACT IDENTIFICATION NUMBER

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

H.10 SUBMISSION OF CORRESPONDENCE

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

H.11 AUTHORIZATION AND CONSENT FOR USE OF PATENT

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

H.12 PATENT RIGHTS

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

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

"The invention described herein was made in the course of, or under, a contract with the U.S. Department of Labor..."

H.13 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

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

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
 - Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
 - Aviator to include men and women Demonstrations, 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 workforce.
 - Recast into the plural. Most Americans spend 20 years of their lives in the work force.

- Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her." An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, and lawyer. Identify sex through the use of pronouns.
- The lawyer made her final summation.
- F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.
- Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.
- G. The use of artwork in publications should conform to the following guidelines:
- Strive to use racially and sexually balanced designs.
 - Depict both men and women in artwork on general subject matters.
 - Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

H.14 TITLES TO STUDIES

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

H.15 PRINTING AND DUPLICATING

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

The Contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform. If required by the Contracting Officer, the Contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

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

H.16 DISPOSITION OF DATA AND COPYRIGHTS

- A. The terms "subject data," "contract," and "Contractor," as used herein are defined as follows:
 - (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration;
 - (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement;
 - (iii) "Contractor" includes any party with whom the Government enters a contract.
- B. Subject to the provision of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The Contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free, nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the Contractor, its employees, or an individual or concern employed or assigned by the Contractor to originate and prepare such data under this contract, has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.
- D. The Contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the Contractor of the copyright owner's consent to the use of such subject data by the Contractor. In the absence of such consent, the Contractor agrees not to furnish such subject data.
- E. The Contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the Contractor with respect to all subject data delivered under this contract.
- F. The Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.
- G. Nothing contained in this clause shall imply a license to the Government under any patent or

be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

- H. The Contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- I. The Contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Department's Contracting Officer hereunder.
- J. The Contractor agrees that the Department's contracting officer hereunder shall determine the disposition of the title to any rights under any copyright secured by the Contractor or its employees on copyrightable materials developed under this contract.
- K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data, and know-how of any nature developed in performance of this contract and in connection with the Contractor's activities on or related to this contract, regardless of whether such information, data, and know-how was delivered and/or deliverable under the terms and provisions of this contract.

H.17 DISPOSITION OF MATERIAL

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

H.18 CLOSEOUT PACKAGE

The Contractor has an obligation to initiate the closeout process with the Government. Within ninety (90) calendar days of contract expiration, the Contractor shall provide to the Close-Out Contracting Officer the following documents:

- The forms necessary for contract closeout should be requested at the time of the contract expiration from the Contracting Officer. These forms will require a release for accountable property, final indirect cost rate agreements (as applicable), and other information peculiar to the contract.
- A draft final invoice for final expenses billable to the contract, or
- A check to the Government for overpayments. The document should identify the contract number, and year from the contract for which the funds are being returned.

H. 19 COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS

The assurance at 29 CFR 38.25 is incorporated by reference into this contract. The assurance provides that the Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following statutes:

- A. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- B. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- C. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- D. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The Contractor also assures that it will comply with 29 CFR part 38, 41 C.F.R. Chapter 60, 29 C.F.R. Part 33, and all other regulations implementing the statutes listed above. This assurance applies to the Contractor's operation of, or provision of services to, a Job Corps Center, program, or activity, and to all subcontracts entered into by the Contractor to carry out the Job Corps program or activity, or its operation of the center. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

H.20 IDENTIFICATION OF SUBCONTRACTING OPPORTUNITIES

Each solicitation issued under this contract shall include language that clearly indicates that it is a subcontracting opportunity with the Contractor. This is intended to ensure that potential bidders understand that solicitations issued in support of this contract are subcontracting opportunities with the Contractor rather than prime contracting opportunities with the Department of Labor. For those solicitations posted through the Small Business Administration's (SUBNet.gov), the Contractor shall include the following statement:

“THIS IS A SUBCONTRACTING OPPORTUNITY.” In addition, the signature block for the posting shall identify the name of the purchasing agent, the name of the Contractor and the name of the Job Corps Center. The use of SUB-Net fulfills the function set forth in FAR 5.206, Notice of Subcontracting Opportunities for Contractors and subcontractor. Conflicts of Interest.

H.21 LIMITS ON COMPENSATION (May 2018)

No Job Corps funds shall be provided to pay compensation (salaries and bonuses combined) to an individual, either as a direct cost or an indirect cost, including any proration thereof, at a rate in excess of the Executive Level pay set by Congress for this program in the current budget. Applicable Executive Pay Schedules are currently available at: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages>. Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate equal to the authorized Executive Level pay. This applies to all functions within the Job Corps contract, including subcontracted services.

H.22 LIMITATIONS ON REPLACEMENT OF CENTER DIRECTOR

If the Contractor removes the Center Director, or if the Center Director position for any other reason becomes vacant, the Contractor shall immediately notify the CO in writing, accompanied by the resume of the proposed replacement Center Director. The proposed replacement shall possess substantially equal or better qualifications and comparable skills as the requirements for the Center Director identified in the PRH. Those qualifications must be demonstrated in the resume and other materials submitted at the time the individual is proposed.

H.23 CONFLICT OF INTEREST CERTIFICATION

Contractors must develop and implement policies to ensure conflicts of interest do not exist between the company's contracting officials and/or senior leadership and the principles of the intended subcontractor. This certification must be maintained as a part of the official contract file. The Contractor's procurement policies must include this provision and be submitted to the Contracting Officer's Representative (COR) and Contracting Officer for review and approval within 90 days of contract award.

H.24 LIMITATION OF GOVERNMENT'S OBLIGATION (LoGO) – (JULY 2014)

(a) Contract line item(s) (**\$ to be determined at the exercise of each option**) through (**\$ to be determined at the exercise of each option**) are incrementally funded. For these item(s), the sum of (**\$ to be determined at the exercise of each option**) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of

termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will **approximate 80 percent** of the total amount presently allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." In no event shall the equitable adjustment be more than the contract line item(s) price(s) in question.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$	*
(month) (day), (year)	\$	*
(month) (day), (year)	\$	*
(month) (day), (year)	\$	*

* To be inserted after negotiation.

(End of clause)

H.25 ADHERENCE TO LEASE AGREEMENTS (IF APPLICABLE) (FEBRUARY 2019)

The Contractor must adhere to the terms and conditions of any lease agreements between the Government and the Lessor of any real property used in the performance of this contract. When applicable, a copy of any such lease agreements is included at Attachment J.19 of this contract. In particular, if the attached lease agreement requires that the Contractor acquire insurance covering any aspect of its performance of this contract, then the contractor shall obtain such insurance prior to assumption of center operations, but no later than 30 days after contract award. The Contractor must provide a copy of the insurance certificate within 45 days of award and shall maintain the insurance for the duration of the contract period of performance, providing updated certificates annually. Such insurance must provide coverage sufficient to comply with the requirements of the lease agreement. The Contractor shall be deemed the "Sub-lessee" under such leases and requirements under the lease that apply to Sub-lessees shall apply to the Contractor who shall comply with all such requirements in coordination with DOL as appropriate.

H.26 DOL 2019-04 ASSET REPORTING REQUIREMENTS (July 2019)

A. Applicability

Contracting Officers shall insert this clause in all awards for the acquisition of Accountable Property to increase the management and tracking of high-value Government assets.

B. Definitions

"Accountable Property" is a term to identify property that is essential to the Department of Labor's (DOL) operations for which it is in the best interest of the Government to assign and record accountability to assure proper use, maintenance, and disposal. This includes items purchased and obtained through a "lease to own" program. The following items are DOL Accountable Property:

1. DOL-owned or DOL-leased, serialized items (i.e., items with a manufacturer's serial number)

with an acquisition unit cost above \$3,000.

2. DOL-owned or DOL-leased "sensitive items."

3. DOL-owned or DOL-leased furniture with an acquisition unit cost above \$10,000. Items with an acquisition unit cost less than \$10,000 are not applicable.

"Sensitive Items" is defined as items, regardless of value, that have appeal to others and may therefore be subject to theft, or to security concerns, or that are considered mission critical. The following are considered sensitive items, as well as any other items identified as sensitive by the Contracting Officer's Representative (COR):

- a. Desktops and Laptops, including docking stations and connectable monitors
- b. PDAs/iPads/SurfacePros/Tablets
- c. Printers and Copiers
- d. Software Licenses, including media
- e. Mobile Devices
- f. Firearms
- g. Communication Equipment (e.g. telephone base and handsets, mobile radio equipment, etc.)
- h. Conference/Audio-Visual Equipment
- i. Power/Specialty Tools (e.g. lab equipment, postage meters, etc.)

C. Requirements

The contractor shall submit a DOL Asset Report at time of delivery for both Accountable Property and Sensitive Items. The DOL Asset Report shall be delivered electronically to the COR and the DOL Property Management Office at zzDOL-OASAM-PersonalProperty@dol.gov. DOL Asset Reports shall include Accountable Property and Sensitive Items that have been delivered. The report shall be formatted as an Office Open XML Spreadsheet (.XLSX) document, and adhere to following DOL Asset Report Requirements:

- Award/Purchase Number: The award number issued by the Government.
- Date Shipped: The date the item was shipped to the Government.
- Asset Type: The contract Line Item Description.
- Manufacturer: The manufacturer of the item.
- Model: The model (name and/or number) of the item.
- Serial Number: The serial number of the item.
- DOL Asset Number: The number of the barcode applied before shipping (if barcoding is required by the award).
- Government Shipping Street Address: The shipping street address of where the item was delivered.
- Warrantied Item: Indicates whether an item is warrantied (Y or N).
- Warranty Time frame: The start and end date of the warranty (if applicable).
- Cost: Acquisition cost per unit and total cost of purchase.

H.27 ADVANCING EQUITY IN THE ENGAGEMENT OF WORKERS PERFORMING SERVICES UNDER THE CONTRACT

This contract provision does not require contractors to take any particular action. It merely provides information to encourage contractors to advance diversity and equity.

In accordance with Executive Order (E.O.) 13985, contractors and subcontractors performing under DOL contracts should adhere to policies and practices that promote fair, just, and impartial treatment of all individuals. Contractors and subcontractors should advance equity in the engagement (whether through hiring, subcontracting, or otherwise) of individuals to perform services required under any DOL contract, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality (“underserved communities”).

To realize this, contractors should conduct outreach to underserved communities with respect to employment and subcontracting opportunities, to include, among other things, working with affinity groups, colleges and universities, minority serving educational institutions, and other similar organizations, for example National Black Chamber of Commerce, Asian Pacific Partners for Empowerment, Advocacy & Leadership, and the U.S. Hispanic Chambers of Commerce, Hispanic Associations of Colleges and Universities (HACUs), Historically Black Colleges and Universities (HBCUs), and Tribal Colleges and Universities (TCUs).

Contractors are encouraged to share with DOL, information about their efforts and success in achieving diversity and equity in the engagement of contractor and subcontractor staff assigned to this contract. Of particular interest and value for DOL would be insights from the contractor on the number of individuals from underserved communities that are providing services in support of this contract, and their geographic location.

The terms “underserved communities,” “diversity,” equity,” and accessibility,” as used in this provision have the same definition as in E.O. 13985.

PART II. CONTRACT CLAUSES

SECTION I. CONTRACT CLAUSES AND PROVISIONS

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR 52.202-1	Definitions	(JUN 2020)
FAR 52.203-3	Gratuities	(APR 1984)
FAR 52.203-5	Covenant Against Contingent Fees.	(MAY 2014)
FAR 52.203-6	Restrictions on SubContractor Sales to the Government	(JUN 2020)
FAR 52.203-7	Anti-Kickback Procedures	(JUN 2020)
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(MAY 2014)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(MAY 2014)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 2020)
FAR 52.203-13	Contractor Code of Business Ethics and Conduct	(NOV 2021)
FAR 52.203-14	Display of Hotline Poster(s)	(NOV 2021)
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	(JUN 2020)
FAR 52.204-2	Security Requirements	(MAR 2021)
FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	(MAY 2011)
FAR 52.204-7	System for Award Management	(OCT 2018)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	(JAN 2011)
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(JUN 2020)
FAR 52.204-13	System for Award Management Maintenance	(OCT 2018)
FAR 52.204-14	Service Contract Reporting Requirements	(OCT 2016)
FAR 52.204-19	Incorporation by Reference of Reorientations and Certifications	(DEC 2014)
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	(NOV 2021)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(NOV 2021)
FAR 52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	(NOV 2015)
FAR 52.210-1	Market Research	(NOV 2021)

FAR 52.215-2	Audit and Records – Negotiation	(JUN 2020)
FAR 52.215-8	Order of Precedence - Uniform Contract Format	(OCT 1997)
FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	(AUG 2011)
FAR 52.215-12	Subcontractor Certified Cost or Pricing Data	(JUN 2020)
FAR 52.215-14	Integrity of Unit Prices	(NOV 2021)
FAR 52.215-17	Waiver of Facilities Capital Cost of Money	(OCT 1997)
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	(JUL 2005)
FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	(NOV 2021)
FAR 52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort	(OCT 2009)
FAR 52.215-23	Limitations on Pass-Through Charges	(JUN 2020)
FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	(SEP 2021)
FAR 52.219-8	Utilization of Small Business Concerns	(OCT 2018)
FAR 52.219-9	Small Business Subcontracting Plan	(NOV 2021)
FAR 52.222-1	Notice to the Government of Labor Disputes	(FEB 1997)
FAR 52.222-2	Payment for Overtime Premiums	(JUL 1990)
FAR 52.222-3	Convict Labor	(JUN 2003)
FAR 52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	(MAY 2018)
FAR 52.222-6	Construction Wage Rate Requirements	(AUG 2018)
FAR 52.222-7	Withholding of Funds	(MAY 2014)
FAR 52.222-8	Payrolls and Basic Records	(JUL 2021)
FAR 52.222-9	Apprentices and Trainees	(JUL 2005)
FAR 52.222-10	Compliance with Copeland Act Requirements	(FEB 1988)
FAR 52.222-11	Subcontracts (Labor Standards)	(MAY 2014)
FAR 52.222-12	Contract Termination - Debarment.	(MAY 2014)
FAR 52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations.	(MAY 2014)
FAR 52.222-14	Disputes Concerning Labor Standards	(FEB 1988)
FAR 52.222-15	Certification of Eligibility	(MAY 2014)
FAR 52.222-16	Approval of Wage Rates	(MAY 2014)
FAR 52.222-21	Prohibition of Segregated Facilities	(APR 2015)
FAR 52.222-26	Equal Opportunity	(SEP 2016)
FAR 52.222-37	Employment Reports on Veterans	(JUN 2020)
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act	(DEC 2010)
FAR 52.222-41	Service Contract Labor Standards	(AUG 2018)
FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts)	(AUG 2018)
FAR 52.222-46	Evaluation of Compensation for Professional Employees	(FEB 1993)
FAR 52.222-49	Service Contract Labor Standards-Place of Performance	

	Unknown	(MAY 2014)
FAR 52.222-50	Combating Trafficking in Persons	(NOV 2021)
FAR 52.222-51	Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	(MAY 2014)
FAR 52.222-53	Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements	(MAY 2014)
FAR 52.222-54	Employment Eligibility Verification	(MAY 2022)
FAR 52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	(JAN 2022)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706	(JAN 2022)
FAR 52.223-2	Affirmative Procurement of Bio-based Products Under Service and Construction Contracts	(SEP 2013)
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	(FEB 2021)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information	(MAY 2011)
FAR 52.223-6	Drug-Free Workplace	(MAY 2001)
FAR 52.223-10	Waste Reduction Program	(MAY 2011)
FAR 52.223-11	Ozone-Depleting Substances	(JUN 2016)
FAR 52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	(JUN 2016)
FAR 52.223-13	Acquisition of EPEAT Registered Imaging Equipment	(JUN 2014)
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products	(MAY 2020)
FAR 52.223-16	Acquisition of EPEAT(R)-Registered Personal Computer Products	(OCT 2015)
FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	(AUG 2018)
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	(JUN 2020)
FAR 52.223-19	Compliance with Environmental Management Systems	(MAY 2011)
FAR 52.223-20	Aerosols	(JUN 2016)
FAR 52.223-21	Foams	(JUN 2016)
FAR 52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals – Representation	(DEC 2016)
FAR 52.224-1	Privacy Act Notification	(APR 1984)
FAR 52.224-2	Privacy Act	(APR 1984)
FAR 52.225-1	Buy American – Supplies	(NOV 2021)
FAR 52.225-13	Restrictions on Certain Foreign Purchases	(FEB 2021)
FAR 52.227-1	Authorization and Consent	(JUN 2020)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(JUN 2020)
FAR 52.227-14	Rights in Data-General	(MAY 2014)
FAR 52.228-7	Insurance - Liability to Third Persons	(MAR 1996)
FAR 52.228-8	Liability and Insurance - Leased Motor Vehicles	(MAY 1999)
FAR 52.229-3	Federal, State, and Local Taxes	(FEB 2013)
FAR 52.232-1	Payments	(APR 1984)

FAR 52.232-8	Discounts for Prompt Payment	(FEB 2002)
FAR 52.232-9	Limitation on Withholding of Payments	(APR 1984)
FAR 52.232-17	Interest	(MAY 2014)
FAR 52.232-18	Availability of Funds	(APR 1984)
FAR 52.232-22	Limitation of Funds	(APR 1984)
FAR 52.232-23	Assignment of Claims	(MAY 2014)
FAR 52.232-25	Prompt payment	(JAN 2017)
FAR 52.232-33	Payment by Electronic Funds Transfer - System for Award Management	(OCT 2018)
FAR 52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
FAR 52.233-1	Disputes	(MAY 2014)
FAR 52.233-3	Protest after Award	(AUG 1996)
FAR 52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
FAR 52.236-2	Differing Site Conditions	(APR 1984)
FAR 52.236-3	Site Investigation and Conditions Affecting the Work	(APR 1984)
FAR 52.236-5	Material and Workmanship	(APR 1984)
FAR 52.236-6	Superintendence by the Contractor	(APR 1984)
FAR 52.236-7	Permits and Responsibilities	(NOV 1991)
FAR 52.236-8	Other Contracts	(APR 1984)
FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements	(APR 1984)
FAR 52.236-10	Operations and Storage Areas	(APR 1984)
FAR 52.236-11	Use and Possession Prior to Completion	(APR 1984)
FAR 52.236-12	Cleaning Up	(APR 1984)
FAR 52.236-13	Accident Prevention	(NOV 1991)
FAR 52.236-14	Availability and Use of Utility Services	(APR 1984)
FAR 52.236-21	Specifications and Drawings for Construction	(FEB 1997)
FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
FAR 52.237-3	Continuity of Services	(JAN 1991)
FAR 52.237-7	Indemnification and Medical Liability Insurance	(JAN 1997)
FAR 52.242-1	Notice of Intent to Disallow Costs	(APR 1984)
FAR 52.242-2	Production Progress Reports	(APR 1991)
FAR 52.242-3	Penalties for Unallowable Costs	(SEP 2021)
FAR 52.242-4	Certification of Final Indirect Costs	(JAN 1997)
FAR 52.242-13	Bankruptcy	(JUL 1995)
FAR 52.243-1 (Alt I)	Changes – Fixed Price	(APR 1984)
FAR 52.243-2 (Alt I)	Changes – Cost-Reimbursement	(APR 1984)
FAR 52.244-2	Subcontracts	(JUN 2020)
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services	(JAN 2022)
FAR 52.245-1	Government Property	(SEP 2021)
FAR 52.245-4	Government Furnished Property (Short Form) (RESERVED)	

FAR 52.245-9	Use and Charges	(APR 2012)
FAR 52.246-25	Limitation of Liability - Services	(FEB 1997)
FAR 52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form)	(APR 1984)
FAR 52.249-4	Termination for Convenience of the Government (Services) (Short-Form)	(APR 1984)
FAR 52.249-6	Termination (Cost-Reimbursement)	(MAY 2004)
FAR 52.249-8	Default (Fixed-Price Supply and Service)	(APR 1984)
FAR 52.249-14	Excusable Delays	(APR 1984)
FAR 52.251-1	Government Supply Sources	(APR 2012)
FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services	(JAN 1991)
FAR 52.253-1	Computer Generated Forms	(JAN 1991)

I.2 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

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

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) (Federal Acquisition Regulation (FAR) provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if–

(i) In the Contractor’s preceding fiscal year, the Contractor received–

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR [4.1403\(a\)](#) on the date of subcontract award, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR [4.1403\(a\)](#) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if-

(i) In the subcontractor's preceding fiscal year, the subcontractor received-

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR [4.1403\(a\)](#), on the date of subcontract award, to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and the FPDS database. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

I.3 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

-

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

The Contractor shall make the following notifications in writing:

- A. 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.
- B. 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.
 - 1. The Contractor shall –
 - a. Maintain current, accurate, and complete inventory records of assets and their costs;
 - b. Provide the ACO or designated representative ready access to the records upon request;
 - c. 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
 - d. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
 - 2. 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).

(End of Clause)

I.5 FAR 52.217-8 Option to Extend Services (NOV 1999)

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

(End of Clause)

I.6 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day, provided that the Government gives the Contractor a preliminary written notice of

its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months)(years).

(End of Clause)

I.7 FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 2014)

(a) (1) The Offeror shall notify the Government if the Offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the Offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the Offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the Offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an Offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

I.8 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms,

including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.9 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
(JUN 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.10 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

(End of clause)

I.11 FAR 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by _____ *[insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels]*.

(b) Weather conditions _____ *[insert a summary of weather records and warnings]*.

(c) Transportation facilities _____ *[insert a summary of transportation facilities providing access from the site, including information about their availability and limitations]*.

(d) _____ *[insert other pertinent information]*.

(End of clause)

















I.12 FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)






Portions of this contract are altered as follows:

No portions of this contract have been altered.









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









SECTION J. LIST OF ATTACHMENTS

NUMBER	TITLE
The following documents are available as electronic attachments and may be downloaded.	
J-1	Price Detail Template  Attachment J-1 03232023.xlsx 
J-2	Statement of Financial Capability (ETA 8554)  Attachment J.2.docx 
J-3	RESERVED
J-4	Staffing Chart  J-4 Attachment -- Staffing Chart 05112 
J-5	List of Career Technical Skills Training (CTST) Slots  Attachment J.5.docx 
J-6	Subcontracting Plan Summary Sheet  Attachment J.6.docx 
J-7	Past Performance Questionnaire  Attachment J.7 Past Performance.docx 
J-8	Standard Form 1413 – Statement and Acknowledgement  SF1413.pdf 
J-9	Facility Survey, including: <ul style="list-style-type: none"> • Site Map  • Square foot facility utilization table 

J-10	Electronic Property Management Listing (serialized and non-serialized) 
J-11	Inventory 
J-12	Utilities and Fuel Usage for last Contract Year   
J-13	RESERVED

The following applicable documents are available at the websites listed below:

NUMBER	TITLE
J-14	<p>Performance Report Cards available at: https://www.jobcorps.gov/job-corps-reports</p> <ul style="list-style-type: none"> • OMS 10 Center Report Card • OA OMS 10 – Outreach/Admissions Report Card (if applicable) • POMS 10 – Career Transition Services Report Card (if applicable) <p>The following reports are available on request:</p> <ul style="list-style-type: none"> • MPO35 – Monthly Center Summary Report • MSO 20 – Educational Attainment Report • CTT10 – Career Technical Training Report Card
J-15	RESERVED
J-16	<p>Service Contract Labor Standards</p> <p>Applicable wage determinations are available on the DOL Wage and Hour website https://wdolhome.sam.gov, and found under State of California, County of Los Angeles:</p> <p>Wage Determination No. 2015-5613 dated 12/27/2022</p>
J-17	Collective Bargaining Agreement (N/A)
J-18	State of California Workforce Development Goals: https://wioaplanes.ed.gov/
J-19	Lease Agreement (if applicable)   
J-20	<p>Sample Invoice</p>   <p>Attachment J-20 Sample Invoice Updat</p>
J-21	Recruitment Area Map - https://neapmap.com
J-22	GSA Vehicle List 
J-23	  <p>Attachment J-23--Utility Cost Tre</p> <p>Utility Cost Trend</p>

J-24	<div>   </div> <div> Attachment J.24 - CTS Workload for PY1 </div> <div>Career Transition Services Workload Statistics</div>
J-25	<div>   </div> <div>Frequently Asked Questions .pdf</div> <div>Frequently Asked Questions (FAQs)</div>
J-26	Additional Center-Specific Information (N/A)
J-27	<div>   </div> <div>J-27 Attachment -- 2110S - Vacancy Rep</div> <div>Wage Comparability Tool/2110S</div>
J-28	<div>   </div> <div>J-28 Attachment -- Staff Compensation</div> <div>Staff Compensation Plan</div>

PART IV. REPRESENTATIONS AND INSTRUCTIONS

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

K.1 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007)

K.2 52.204-8 Annual Representations and Certifications

As prescribed in [4.1202](#)(a), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)

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

(2) The small business size standard is \$47M.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation.

The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause

at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

Alternate I (MAR 2023). As prescribed in [4.1202\(a\)](#), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows:

The North American Industry Classification System (NAICS) code for this acquisition is 611519. The small business size standard is \$47 million.

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

K.3 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(a\)](#), insert the following provision:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.4 52.204-26 Covered Telecommunications Equipment or Services-Representation.

As prescribed in [4.2105\(c\)](#), insert the following provision:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K.5 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation.

As prescribed in [9.108-5](#)(a), insert the following provision:

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-
REPRESENTATION (NOV 2015)

(a) *Definitions.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) *Representation.* The Offeror represents that-

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

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

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

The Government contemplates the award of a contract with a combination of **Firm-Fixed Price, Fixed Price with Price Adjustment, and Cost** CLINs resulting from this solicitation.

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

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

<https://www.acquisition.gov/browse/index/far>

Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Provisions

PROVISION	DATE	TITLE
52.215-1	(Nov 2021)	Instructions to Offerors – Competitive Acquisition
52.215-22	(Oct 2009)	Limitations on Pass-Through Charges - Identification of Subcontract Effort
52.215-23	(Oct 2009)	Limitations on Pass-Through Charges
52.222-24	(Feb 1999)	Pre-award On-site Equal Opportunity Compliance Evaluation
52.222-46	(Feb 1993)	Evaluation of Compensation for Professional Employees
52.237-1	(Apr 1984)	Site Visit
52.237-10	(Mar 2015)	Identification of Uncompensated Overtime

L.3 52.233-2 SERVICE OF PROTEST (Sep 2006)

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

Carmelo P. Nuestro
Contracting Officer
Job Corps Acquisition Services
Office of the Senior Procurement Executive
Office of the Assistant Secretary for Administration and Management
U.S. Department of Labor
Email: Nuestro.Carmelo.P@dol.gov

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

L.4 COST OR PRICING DATA

In accordance with FAR Part 15.403-1, the Government anticipates that this solicitation will result in adequate price competition and therefore will not require offerors to submit Certified Cost or Pricing Data. The offeror shall submit information other than cost and pricing data and supporting attachments prepared in the format outlined in Section J of this solicitation.

L.5 52.252-3 ALTERATIONS IN SOLICITATION (Apr 1984) (Fill-in)

Portions of this solicitation are altered as follows:

_____ (Fill In Any Alterations) _____

L.6 INSTRUCTIONS FOR PROPOSAL SUBMISSION (Fill-ins)

A. Standard Form 33 - Block 9 - Solicitation

Proposals must be electronically delivered to the depository identified in Block 9 prior to the time set forth in Block 9.

B. Disposition of Proposals

The successful offer will be kept with the contract and maintained in accordance with FAR 4.803-1. Likewise one copy of each unsuccessful offer will be kept until the contract is completed.

C. Pre-Proposal Conference

The Pre-proposal Conference shall be held on **September 12, 2023**, at **9:30 a.m.** at the location cited in Sections B and C of this solicitation.

The Government will accept not questions from offerors during the conference. Please refer to L.9 of this solicitation for instructions on questions.

D. Site Visit

Offerors are urged and encouraged to inspect the site where services are to be performed and become familiar with general and local conditions that may affect the cost of performance of the contract to the extent such information is reasonably available. 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 **September 12, 2023**, following the Pre-Proposal Conference, at the same location in paragraph C above.

E. Exchanges and Communication Restrictions

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

F. Signature Requirements; Proposal Preparation Costs

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

G. Reference Material

The Policy and Requirements Handbook can be downloaded from the Job Corps PRH web site at <https://prh.jobcorps.gov/Pages/Home.aspx>. Copies of the Job Corps regulations are available at 20 CFR 686.

H. Proposal Format

Failure to submit ALL required proposal documents and ALL electronic media described herein or to follow the required proposal format (with the exception of page limits, where DOL will not review any information on the pages exceeding the page limit) may result in a determination that the offeror's proposal is "Unacceptable" and may be removed from the competition.

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

Written sections of the proposal shall be formatted as follows:

- a. Page Size: 8 ½ x 11” with at least 1” margins on all sides
- b. Font Type/Size: Times New Roman or Arial 12 point or larger (font size for graphics and tables may be no smaller than 10 font)
- c. Page Numbering: Pages consecutively numbered within each section
- d. Page Count: Title pages, tables of contents, and section dividers not included in count; appendices, graphs and charts are included in the page count, unless otherwise specified.
- e. Format: Two-column format is allowable

Proposal Section	Format	Page Limitation
Technical Approach	Written	43 Pages
Past Performance	Written	Narrative – 5 Pages Questionnaires – No Limit
Staff Resources	Written	6 Pages
Business Management Proposal	Written	No Limitation
Phase-In and Phase-Out	Written	2 Pages – Phase-In 2 Pages – Phase-Out

Written sections of the proposal shall be formatted as follows:

Offerors are cautioned that they must not exceed the page limitations cited above. Any pages that exceed the page limitations cited above will not be read or considered in the evaluation. Please note that the page limitation for the staff resources section excludes the organizational chart, schedules and the submission of attachment J.4.

Proposals shall be delivered via email to the following email address: Job-Corps-Center-Operations-Proposal-Submission@dol.gov with courtesy copies to Nuestro.Carmelo.P@dol.gov and chang.chin-jen@dol.gov. The email's subject line shall be structured as follows: [Solicitation Number] – [Center Name] – [Company Name & **Unique Entity ID**]. For example, RFP DOL12345 – Potomac Job Corps Center – JLM Company.

When submitting attachments J.1 and J.28, offerors shall use Microsoft Office Excel.

Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor sought. 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.

Electronic Submission of Proposal

(a) When submitting a proposal on electronic media, the offeror must ensure that the submission is readable, in the format specified in the solicitation, and has been verified as free of computer viruses. Prior to any evaluation, the Government will check all files for viruses and ensure that all information is readable. In the event that any files are defective (unreadable), the Government shall only evaluate the readable electronic files. Further, if defective (unreadable) media renders a deficiency in the offeror's proposal, the Government shall consider the proposal incomplete and non-responsive and remove the proposal from further consideration.

(b) Each section (Technical Approach, Past Performance, Staff Resources, Business Management Proposal and Phase-In and Phase-Out) of the proposal should be submitted as a separate document. Files with computations should be submitted as excel files and can be separate attachments.

(c) The offeror must ensure that:

(1) It has verified that its electronic proposal is readable on the hardware and software operating system format specified below:

Standard DOL image: Windows 10, Adobe Acrobat, Microsoft Office 2016

(2) It has verified that the electronic proposals are free of computer viruses using standard commercial anti-virus software.

(d) A proposal that fails to conform to the requirements of paragraphs (a) and (b) above may be subject to interception or delay at Governmental electronic communications portals. This interception or delay may result in the proposal being lost, deleted, destroyed, or forwarded in such a manner that the proposal arrives at the target destination past the time and date of the deadline for submission established in the solicitation. In the event that a proposal is lost, deleted, or destroyed due to the offeror's failure to conform to the

requirements of paragraphs (a) and (c) above, the Government may consider the proposal incomplete and remove the proposal from further consideration.

I. Organization of Proposals:

DOL will not require evaluators to search other proposal sections for information, nor will DOL require its evaluators to search other sections within a proposal. If information is not placed in the appropriate section, that section may be deemed “Unacceptable” and an offeror’s proposal may be removed from the competition. Therefore, the Offeror shall ensure that each proposal section is complete in itself, well-written, and submitted in accordance with the instructions discussed herein. Each section shall be written on a stand-alone basis. Cross-referencing within and across proposal sections shall not be permitted. DOL personnel must be able to evaluate each section independent of the other sections. If a proposal is found to be unacceptable under any factor, the proposal is not eligible for award.

L.7 Proposal Content

Note to offerors regarding the impact of COVID-19 on the requirement and on the offerors’ proposal:

Offerors shall submit a proposal that assumes that the center will have the ability to accommodate 100% of the OBS stated in Section C, the Statement of Work. Offerors’ technical and price proposals shall not reflect the inclusion of distance learning.

FACTOR 1. TECHNICAL APPROACH

Career Pathways: Describe the program activities that will be offered at the center(s) including academics and career and technical education and training, and explain how those activities reflect State and local employment opportunities, including opportunities in in-demand industry sectors and occupations, and the occupations recommended by the workforce council. Describe how these activities are coordinated with activities carried out under the appropriate State plan and local plans.

Counseling Placement and Support: Describe the counseling, placement, and support activities that will be offered at the center, including a description of the strategies and procedures the entity will use to place graduates into unsubsidized employment or education leading to a recognized postsecondary credential upon completion of the program and otherwise achieve initial and long term employment of Job Corps participants.

Relationships with Community: Describe the relationships that you have or will develop with State boards, local boards, applicable one-stop centers, employers, labor organizations, State and local educational agencies, and the surrounding communities in which the center is located, and how those relationships will promote a comprehensive statewide workforce development system.

Safety and Security: Describe how you propose to implement an effective behavior management system and maintain a safe and secure learning and residential living environment for youth between the ages of 16 and 24.

Outreach and Admissions (OA): Describe your strategies, methods, and relationships that you have or will develop to promote a positive image of the program as well as lead to enrollment of a sufficient number of enrollees for the Job Corps center to operate at full OBS.

FACTOR 2. DEMONSTRATED RECORD OF EFFECTIVENESS (PAST PERFORMANCE)

Offerors shall include in their proposal information regarding their past performance record. The information will be used by DOL to identify past projects and determine their relevance to the evaluation of past performance, in accordance with Section M. Note: Offerors are not being requested to provide their opinion of the quality or effectiveness of their past performance, but only to identify those projects which they consider relevant and should be considered by DOL when evaluating past performance.

Identify past or current projects whether at a Job Corps center or a similar facility that demonstrate a record of:

1. Assisting individuals in achieving the primary indicators of performance for eligible youth described in WIOA Section 116(b)(2)(A)(ii) or similar measures related to credential attainment, placement in employment, or post-secondary education, and earnings;
2. Assisting at-risk youth to connect to the workforce, including providing them with intensive academics and career and technical education and training,
3. Placing at-risk youth into employment and postsecondary education.
4. Offering career and technical education and training that reflected employment opportunities in the local areas in which enrollees at the center intend to seek employment.

The projects identified in your past performance submission should include those performed within the most recent three (3) years preceding the proposal submission due date. The period of performance of each project should be at least twelve (12) months of uninterrupted duration. Projects that are more than three (3) years old, or shorter than twelve (12) months in uninterrupted duration, will not be considered.

The following information should be included for each project: agency/client name, contract number, brief description of work, total dollar amount, period of performance (beginning and ending dates), and name, address, phone number and email address of agency point of contact. These points of information are referred to below as “Project Information.”

The work performed under the identified projects should be similar in size, scope, and complexity to the requirements of this solicitation, as this is the basis upon which DOL will make its relevancy determination. Your past performance narrative should include information sufficient to demonstrate such similarity. See Section M below for more information on the criteria DOL will use to determine similarity in size, scope, and complexity, for purposes of the past performance evaluation.

Offerors may identify past projects under which they performed either as the prime or as a subcontractor. For projects where the Offeror performed as a subcontractor, your past performance narrative should describe which part(s) of the overall work you were subcontracted to perform on that project.

Additionally, Offerors may identify in their past performance proposal past projects performed by a firm being proposed by the Offeror as a subcontractor under this Solicitation. For this Solicitation, DOL will consider the past performance information of a proposed subcontractor where DOL determines the part of the work proposed to be subcontracted is a major or critical aspect of the work being solicited. See Section M below for more information on the criteria DOL will use to determine what are major or critical aspects of the work for purposes of the past performance evaluation. If the past performance proposal references projects performed by a proposed subcontractor(s), the Offeror should include (for each such subcontractor) the subcontractor's Unique Entity Identifier in addition to the Project Information (as defined above).

In cases where the Offeror is a joint venture (JV), the Offeror should provide the Project Information on the JV's past projects, or, in cases where the JV is newly formed and no past performance exists, the Offeror may provide Project Information for past projects of the individual entities (or venture partners) comprising the JV.

In addition, Offerors must describe in this section of their proposal, their effectiveness in complying with subcontracting plan goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation, and notifications submitted under FAR part 19.1202-4(b), if applicable. This information will be used in the Contracting Officer's responsibility determination of the firm selected prior to award.

Past Performance Questionnaires: For each project identified in this section of your proposal for which there is no report in the Contractor Performance Assessment Reporting System (CPARS), Offerors should complete Section A of Attachment J-7, Past Performance Questionnaire. Offerors should forward the partially completed questionnaire to the PERSON AT THE Government agency or company WHO IS listed as a reference for the project and request that the Relevant Past Performance evaluation sections of the Questionnaire (Sections B-F of Attachment J-7) be completed by the agency or company. The agency/company reference should sign and return the completed questionnaire (via email) directly to the Contracting Officer and Contracting Specialist identified in this Solicitation. Completed questionnaires will not be considered if submitted directly from an Offeror.

FACTOR 3. STAFF RESOURCES PROPOSAL

The Offeror shall describe in the Staff Resources Proposal how the offeror's proposal responds to the following areas. The page limitation for this section excludes: the organizational chart (Attachment J-4) and staff schedules.

Organizational & Staffing Charts: Provide a detailed organization chart covering all staff positions proposed for Center operations, for OA and CTS. Include any contracted or National Training Contractor staff with each, if applicable, and a completed Staffing Chart (Attachment J-4).

Staff Schedules: Describe your approach to staffing the center by schedule, demonstrating that the appropriate number of qualified staff will be available at the appropriate times so as to provide coverage of critical functions, such as residential living, career preparation, academic and career technical training, counseling, health services staffing, and security, as well as a description of how this approach complies with the PRH.

Corporate Oversight and Capacity: Describe the corporate services and other resources (for example, functions generally covered under General and Administrative such as corporate leadership, and corporate finance) that you will dedicate to the operation of the center under this contract. Describe the experience and specific areas of expertise of the corporate staff that will provide oversight. Describe your corporate approach and the resources that you will bring to bear to ensure successful center operations, particularly in oversight areas such as managing staff vacancies, staff training, performance oversight and risk management and intervention.

FACTOR 4. BUSINESS MANAGEMENT PROPOSAL

Pricing information shall be mentioned only in the Business Management Proposal and in no other sections of your proposal. Offerors shall not propose pricing for the following CLINs: Construction, Rehabilitation and Acquisition (CRA), Equipment, Career Technical Skills Training (CTST), and Special Projects/Initiatives as directed by the Government. The "Not to Exceed" amount for these categories shall be determined by the Government. In addition to the written pricing proposal, offerors **shall** provide the following using Microsoft Excel:

- Pricing By Year (Attachment J-1)

The Offeror's Business Management Proposal shall consist of the following and in the order stated: (Sample forms and attachments are shown in Section J)

a. Business Management Data

- 1) A completed Standard Form 33, Solicitation, Offer and Award
- 2) Statement of Financial Capability (ETA 8554)

- 3) Applicable Certifications and Cost Accounting Standards Notices and Certification as required in Section K of this RFP.
- 4) Staff Compensation Plan. Offerors shall submit a staff compensation plan (Attachment J-28) that includes proposed salaries and fringe benefits for employees working on the contract. Offerors are advised that this plan will form the basis upon which the monthly salary value is determined for each position under the contract, subject to vacancy related invoice reductions described in Section C above. Accordingly, offerors shall include a line for each position and shall number each position, even those positions that are less than a full time equivalent.

When listing a Service Contract Act covered position, offerors shall specify in Column E, the position title as it appears in the SCA Wage Determination.

For positions that are not covered by the SCA, offerors shall also submit supporting information/data, such as localized research of positions conducted by the offeror, recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

All offerors shall propose staff salaries and health and welfare benefits with a yearly escalation factor of not less than 3%.

Note: DOL intends to provide the awarded contractor with the seniority list at the beginning of the phase-in period. For the purpose of proposal development and submission only, offerors shall assume that all incumbent employees are entitled to two weeks of vacation. If the awarded contractor, upon receipt of the seniority list during phase-in, determines that any retained incumbent employee is entitled to more than two weeks of vacation based on their period of service, the contractor may submit an REA for the additional vacation time to which the employee is entitled.

- 5) A statement from a lending institution, on the official letterhead of the institution which demonstrates that the Offeror has a sufficient line of credit to cover one month's costs under this contract. The letter must not only stipulate the amount of the line of credit but it must also attest to the amount that is presently available under the line of credit. In the event that the Offeror does not currently have a line of credit but will be able to obtain the line of credit upon award of this contract, the Offeror shall provide a letter on the official letterhead of the lending institution that it will be granted the line of credit upon contract award.

- 6) Offeror shall describe the fiscal controls the entity has in place to ensure proper accounting of Federal funds, and a description of how the entity will meet the requirements of WIOA section 159(a).
- 7) Offeror shall describe the steps that it will take to control costs associated with reimbursement line items, in accordance with WIOA section 159(a)(3).
- 8) Offeror shall describe any non-Federal resources that will be utilized in the operation of this Job Corps center.
- 9) Offeror shall provide proof that it is able to obtain a license to operate in the State in which the center is located within 30 days of contract award.
- 10) Offeror shall provide an assurance that it will comply with basic health and safety codes, which shall include the disciplinary measures described in section 152(b) of the Workforce Innovation and Opportunity Act of 2014.
- 11) Offeror shall provide a full copy of every report issued within the last three years (including audits or other reports) of the Office of Inspector General of the Department of Labor that mentions the offeror, an affiliate or predecessor of the offeror, or any contract that the offeror or an affiliate or predecessor of the offeror performed.

b. Pricing Detail

Offeror shall include completed Attachment J-1. Please note that the amounts in the Not to Exceed (NTE) Line Items in Schedule B will be provided by the Government and will not be considered as part of the offeror's total evaluated price. However, the total amount of the Not to Exceed Line Items will be included in the total amount of the awardee's contract.

Attachment J-1 will allow the offeror to fill in its yearly (base period will be 24 months) price for each CLIN. The spreadsheet will then automatically calculate the monthly unit price for each CLIN based on the yearly price proposed by the offeror.

c. Phase-In/Phase-Out Prices

This section of the Business Management Proposal encompasses two elements:

- 1) For offerors who are not the incumbent contractor at the subject Job Corps center, the Offerors shall include a phase-in price. This price will appear in CLIN 0001 on the pricing schedule. Offerors shall propose a phase-in price. Phase-in price shall not exceed \$100,000.

- 2) Both incumbent and non-incumbent offerors shall include a proposed phase-out price for activities above and beyond center operations that the contractor will perform at the end of the contract that will result from this solicitation. Offerors shall propose a phase-out price. Phase-out price shall not exceed \$100,000.

Please note that the offeror who is the incumbent contractor at the subject Job Corps center shall not include any phase-out costs under this solicitation that would be associated with phasing out of center operations under the current incumbent contract. Any such expenses would be allocable to the incumbent contract and will be processed as part of the administration of the incumbent contract and in accordance with the terms of the incumbent contract.

d. Small Business Subcontracting Plan (Does not apply to Small Businesses)

Offerors shall submit a subcontracting plan prepared in accordance with FAR Clause 52.219.9. **Note: The subcontracting plan shall address ALL items in FAR Clause 52.219-9.** The plan shall cover the base two (2) year contract period, and each of the option years. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business (includes 8(a) businesses), 3) women-owned small business, 4) veteran owned small businesses, 5) service disabled veteran owned small businesses, and 6) HUBZone concerns. The Offeror shall complete and submit Attachment J-6, Subcontracting Plan Summary Sheet, along with their subcontracting plan.

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

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

The Department of Labor encourages subcontracting key program components to small business concerns. Key components include personnel to deliver social development, academic education, career technical training and administration. For proposed subcontracting of key components, the appropriate section of the technical proposal must describe in detail the organizational relationships and procedures established to ensure proper management, oversight, training, and coordination.

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

FACTOR 5. PHASE-IN AND PHASE-OUT

Phase-In and Phase-Out plans shall include the period of time required for each action, staff requirements, and major steps to be accomplished during these periods. A proposed price for phase-in and phase-out plans shall be submitted as part of the Business Management Proposal. Incumbent contractors shall provide a Phase-Out plan and only provide a Phase-In plan if the incumbent contractor will be performing new work not currently defined in the incumbent contract statement of work, such as new Outreach and Admissions activities. The Phase-In plan for incumbent contractors should only address the new work to be phased-in. All non-incumbent contractors shall submit Phase-In and Phase-Out plans.

L.8 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

- a) Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the Department of Labor office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Department of Labor office on the date that offers are due.
- b) Any offer, modification, or withdrawal received at the Department of Labor office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; and:
 - (i) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Department of Labor infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (ii) there is acceptable evidence to establish that it was received at the Department of Labor installation designated for receipt of offers and was under the Department of Labor’s control prior to the time set for receipt of offers.
- c) Acceptable evidence to establish the time of receipt at the Department of Labor installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of DOL personnel.
- d) If an emergency or unanticipated event interrupts normal DOL processes so that offers cannot be received at the Department of Labor office designated for receipt of offers will

be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal DOL processes resume.

- e) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by an Offeror or its authorized representative, if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

L.9 SOLICITATION QUESTIONS

Solicitation Questions are to be **submitted electronically to Carmelo P. Nuestro at ETAOCM-Request-ForClarification@dol.gov by 2:00 PM (ET) on September 15, 2023**. Please provide courtesy copies to Nuestro.Carmelo.P@dol.gov and chang.chin-jen@dol.gov.

The email's subject line shall be structured as follows: [Solicitation Number] – [Center Name] – [Company Name]. Only electronic submissions will be accepted. Should any questions be received after the date stated above, the Government will not provide an answer. All answers to questions submitted by the cutoff date will be provided in a solicitation amendment.

SECTION M - EVALUATION FACTORS AND SELECTION CRITERIA

M.1 EVALUATION FACTORS

Each proposal shall be evaluated on the following five factors in descending order of importance:

1) Technical Approach, 2) the offeror's Demonstrated Record of Effectiveness (Past Performance), 3) Staff Resources, 4) Price, and 5) Phase-In and Phase-Out.

Factor 1. Technical Approach

The evaluators will consider the degree to which the strategies and methods proposed by the offeror:

- are likely to meet and exceed Job Corps' requirements, including the requirements of WIOA and the PRH, and to deliver the desired Job Corps performance outcomes, and demonstrate a strong understanding of the work to be accomplished;
- are tailored to operate in the context of the eligible population, the local and regional labor market, and the Job Corps requirements, and leverage external partnerships with employers and educational institutions, to improve efficiency and effectiveness in achieving Job Corps performance outcomes.
- are innovative, evidence-based, and feasible.

The evaluators will consider the following particular aspects of the offeror's proposed approach:

Career Pathways: the proposed program activities, including academics and career and technical education and training, focusing on the degree to which those activities reflect employment opportunities in the State and local areas in which enrollees at the center intend to seek employment, and opportunities in in-demand industry sectors and occupations recommended by the workforce council. WIOA 147(a)(2)(B)(i)(II), WIOA 147(a)(3)(A)

Counseling Placement and Support: the counseling, placement, and support activities, focusing on the degree to which those activities will achieve high levels of placement of graduates into unsubsidized employment or into education programs leading to a recognized postsecondary credential upon completion of the program and in achieving initial and long-term employment of Job Corps participants. WIOA 147(a)(3)(B)

Relationships with Community: the relationships the offeror has or will develop with State boards, local boards, applicable one-stop centers, employers, labor organizations, State and local educational agencies, and the surrounding communities in which the center is located, focusing on how well those efforts promote a comprehensive statewide workforce development system. WIOA 147(a)(2)(B)(i)(III), WIOA 147(a)(3)(D)

Safety and Security: the effectiveness of the Offeror's approach to promoting proper behavior standards, complying with basic health and safety codes, and ensuring a safe and

secure living and learning environment at this specific facility. Furthermore, the Offeror shall propose a plan for providing safe employee parking

Outreach and Admissions (OA): the effectiveness of the offeror's strategies and relationships that the entity has or will develop in promoting a positive image of the program as well as the likelihood that the strategies and relationships will lead to enrollment of a sufficient number of enrollees for the Job Corps center to operate at full design capacity.

Each of the areas identified above will be considered as part of the overall Technical Approach evaluation. Each area is relatively equal in importance to the other areas in the overall Technical Approach evaluation.

Factor 2. Demonstrated Record of Effectiveness (Past Performance).

In accordance with WIOA Section 147(a)(2)(B)(i)(IV) & (V) and WIOA Section 147(a)(3)(C), as part of the past performance evaluation, the Government will consider the quality of the Offeror's performance on relevant past projects, if any, including the Offeror's effectiveness in operating or providing activities at a Job Corps center or similar facility, and its demonstrated effectiveness in assisting individuals in achieving the primary indicators of performance for eligible youth described in WIOA Section 116(b)(2)(A)(ii), in successfully assisting at-risk youth to connect to the workforce, including providing them with intensive academics and career and technical education and training, and in placing at-risk youth into employment and postsecondary education.

Relevance determination. Only those projects deemed relevant by the Government will be considered in the evaluation of past performance. Relevant projects are those of similar size, scope and complexity to the work required in this solicitation. The Government evaluators will consider in the past performance evaluation only those projects performed in the last three (3) years immediately preceding the proposal submission due date and lasting at least twelve (12) months of uninterrupted duration.

In determining the size of a past project, the Government will consider its dollar value and/or, in the case of a project for operation of a Job Corps Center, its total On-Board Strength (OBS). In determining scope, the Government will consider type of work and the nature of the activities performed. Finally, in determining complexity, the Government will consider performance challenges and risks. Note: The Government will consider a project to be similar in terms of size, scope and complexity and therefore relevant if, in that project, the Offeror operated a residential Job Corps Center as the prime contractor with an OBS of at least 50% or more of the OBS identified for the Job Corps Center identified herein, and its work included the performance of: 1) Center Operations only, 2) Center Operations and Outreach and Admissions (OA), 3) Center Operations and Career Transition Services (CTS), *or* 4) Center Operations and OA and CTS. For past projects where the Offeror was an operator of a Job Corps Center that is less than 50% in OBS, the size, scope and complexity of the project will only be considered somewhat relevant to the past performance evaluation and will carry less weight in the overall rating.

The Government will consider information provided by the Offeror in its proposal regarding similarity in size, scope and complexity of each project. However, the determination of whether a project is similar and thus relevant will be entirely within the discretion of the Government and shall be made by the Government.

Effectiveness/Quality of Performance determination. In assessing the effectiveness and quality of the Offeror's past performance in relevant projects, the evaluators may rely on CPARS, OMS ratings, reports and audits of the Office of the Inspector General, esrs.gov, and any other sources of data available to the Government. However, DOL will not consider the Offeror's description of its own past performance. Such information, if submitted by the Offeror in response to Section L instructions, is not considered objective and will be ignored.

In the past performance evaluation, the Government will consider relevant projects performed by the Offeror as a Prime. The Government will consider relevant projects where the Offeror performed as a Subcontractor if the Government determines the subcontracted portion of the work was a major or critical aspect of the work.

The Government will also consider relevant projects performed by a firm proposed as a subcontractor in the Offeror's proposal, but only if the proposed subcontract is for a major or critical aspect of the work. The Government will rely on the information in the Offeror's proposal regarding the aspects of the work being proposed for subcontracting. Should the Offeror fail to provide information sufficient to determine if the proposed subcontract is for a major or critical aspect of the work, the subcontractor's past project will not be considered.

In the past performance evaluation, the Government will give greater weight to relevant past projects performed by the Offeror than to projects performed by a proposed subcontractor.

In determining whether a proposed subcontract is for a major or critical aspect of the work, the Government will consider whether the proposed subcontractor will supply 25% or more of the total number of FTEs for the contract effort or, if the proposed subcontractor will be responsible for performing one or more of the following areas: Outreach and Admissions, Academics, Career Technical Training, Health and Wellness, Counseling, Residential Living, Security, or Career Transition Services.

If the Offeror is a joint venture (JV), the past performance of the JV will be considered. If the Offeror is a newly formed JV, the Government will consider the past performance of the individual entities (or joint venture partners) that comprise the JV.

In accordance with the Federal Acquisition Regulation, in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably.

Factor 3. Staff Resources

Organizational and Staffing Charts: the extent to which the offeror's proposed staffing levels and labor categories demonstrate a strong understanding of the

work and are adequate to meet Job Corps' requirements and desired Job Corps performance outcomes.

Staff Schedules: the degree to which the offeror proposes staff in sufficient numbers and at the appropriate times to provide coverage, demonstrating a strong understanding of the requirements and a likelihood of successful performance.

Corporate Oversight and Capacity: the degree to which the offeror's corporate resources are available and committed to ensure successful performance, to include but not limited to corporate capacity to provide support to address performance problems and staff vacancies.

Factor 4. Price

In accordance with FAR 15.404-1, the Government will conduct a price analysis to assess whether the contract price proposed is fair and reasonable. The evaluators will calculate the total evaluated price for each offeror, which will include CLINs XX02, XX03 and XX04 for the base period and all option periods at the 100% OBS, and CLIN 3009 to consider the price of the proposed Phase-Out.

To foster competition and create a level field, please note that the Government will not evaluate Phase-In prices when calculating the offeror's total evaluated price. Proposed Phase-In prices will be analyzed for reasonableness, but will not be considered as part of the total evaluated price.

The amounts in the Not to Exceed (NTE) Line Items XX05, XX06, XX07 and XX08 in Schedule B will be provided by the Government and will not be considered as part of the offeror's total evaluated price. However, the total amount of these Not to Exceed Line Items will be included in the total amount of the awardee's contract.

The Staff Compensation Plan (Attachment J-28) will be evaluated such that plans reflecting employee compensation (for employees not covered by the SCA) that is not considered competitive/comparable to the local marketplace may be assessed adversely as one of the factors considered in making an award.

Factor 5. Phase-In and Phase-Out

Phase-In/Phase-Out Plans: The Phase-In and Phase-Out plans will be evaluated on a pass/fail basis. In that assessment, the evaluators will consider whether: (1) the offeror's Phase-In and Phase-Out Plans include the tasks needed to accomplish timely and successful transition; and (2) the offeror's Phase-In and Phase-Out Plans include adequate corporate resources to complete transition tasks.

Should the evaluators determine that an offeror's Phase-In and/or Phase-Out Plan fails in either regard, the proposal will not be eligible for award.

M.2 BASIS FOR AWARD / SELECTION CRITERIA

The Government anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose proposal conforms to the requirements of the solicitation and is determined to be the best value to the Government. In determining the best value, the evaluation factors are listed in descending order of importance, as follows: Technical Approach, Demonstrated Record of Effectiveness (Past Performance), Staff Resources, and Price. Technical Approach is more important than Demonstrated Record of Effectiveness (Past Performance), which is more important than Staff Resources, which is more important than Price. Phase-In and Phase-Out Plans will be evaluated on a pass/fail basis and offerors whose Phase-In and/or Phase-Out Plans are found to have failed will not be eligible for award. Technical Approach, Demonstrated Record of Effectiveness (Past Performance), and Staff Resources, when combined are significantly more important than Price.

The Contracting Officer may award a contract on the basis of initial proposals received, without discussions or any opportunity to make a further submission. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

M.3 RESPONSIBILITY DETERMINATION

As part of the responsibility determination, the Government will review the offeror's responses and documentation provided in response to Section L.7 Business Management Proposal, to ensure that the offeror has adequate cost controls, financial capability, lines of credit, and is licensed within 30 days after award in the state in which the center is located. Failure of the offeror to comply with these areas may result in the offeror not being eligible for award.

Further, the offeror's business management proposal will be assessed to consider the offeror's subcontracting plan. The subcontracting plan will be reviewed in accordance with FAR 52.219-9.

PLEASE NOTE: Proposals that include subcontracting plans that do not meet mandated goals will not be eligible for award.

M.4 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	Jul 1990

