

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 68
2 CONTRACT (Proc Inst Ident.) NO 1630J3-17-C-0003		3 EFFECTIVE DATE 03/17/2017	4 REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule	
5 ISSUED BY US DEPARTMENT OF LABOR 61 FORSYTH ST., SW ROOM 7M70 ATTN: JOY FRYER-SCOTT ATLANTA GA 30303	CODE ETA/OJC GA OCM ISSUE	6 ADMINISTERED BY (If other than Item 5) US DEPARTMENT OF LABOR 61 FORSYTH ST., SW ROOM 7M70 ATTN: JOY FRYER-SCOTT ATLANTA GA 30303		CODE TA/OJC GA OCM ADMI

7 NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Alutiiq Commercial Enterprises LLC Attn: AMANDA HUETTLL 3909 ARCTIC BLVD. SUITE 500 ANCHORAGE AK 99503		8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9 DISCOUNT FOR PROMPT PAYMENT Net 30
		10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12

CODE 078352461	FACILITY CODE
11 SHIP TO/MARK FOR US DEPARTMENT OF LABOR 61 FORSYTH ST ROOM 6T95 ATLANTA GA 30303	CODE OJC ATLANTA
	12 PAYMENT WILL BE MADE BY U.S. Department of Labor Office of the Chief Financial Officer 200 Constitution Ave, NW Washington DC 20210

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) (5) <input type="checkbox"/> 41 U.S.C. 3304 (a) ()	14 ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT REDACTED

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	57-67
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	12-18	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	19-31	X	J	LIST OF ATTACHMENTS	68
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	32-33		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	34-35		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	36-42		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	43-56				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
19A. NAME AND TITLE OF SIGNER (Type or print) Sandra Chandler, General Manager	20A. NAME OF CONTRACTING OFFICER Joy V. Fryer-Scott
19B. NAME OF CONTRACTOR <u>Sandy Chandler</u> BY Sandy Chandler (Date: 03/15/2017) (Signature of person authorized to sign)	19C. DATE SIGNED March 15, 2017
20B. UNITED STATES OF AMERICA <u>Joy Fryer-Scott</u> BY (Signature of the Contracting Officer)	20C. DATE SIGNED 3/15/2017

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Requisition Number: 1631-OJC-17-OJ3-0032 in the amount of [REDACTED] was used to partially fund the Base Period of Performance for Tennessee and Mississippi OA CTS, see H.33 DOL 2014-04 clause for additional details.</p> <p>Requisition Number: 1631-OJC-17-OJ3-0034 in the amount of [REDACTED] was used to fully fund the Transition IN cost.</p> <p>Periods of Performance: Transition IN (03/17/2017 - 03/31/2017) CY1-Base for Mississippi OA/CTS (04/01/2017 - 03/31/2018) CY1-Base for Tennessee OA/CTS (04/1/2017 - 03/31/2018) E-Invoice: NOT REQUIRED FOB: Destination Period of Performance: 04/01/2017 to 03/31/2018</p> <p>TN Outreach and Admissions (60% of total price) Initial Arrival Type: FFP at approx. [REDACTED] each Incrementally Funded Amount: [REDACTED] Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032</p> <p>Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0-ZR3A00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3A00 Object Class: 252099 Funded: [REDACTED]</p>				[REDACTED]
0002	<p>TN Outreach and Admissions (40% of total price) 90 Days Type: FFP at approx. [REDACTED] each Incrementally Funded Amount: [REDACTED] Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032</p> <p>Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0-ZR3A00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3A00 Object Class: 252099 Funded: [REDACTED]</p> <p>Continued ...</p>				[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	TN Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP @ approx. [REDACTED] each Incrementally Funded Amount: [REDACTED] Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0- ZR3T00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3T00 Object Class: 252099 Funded: [REDACTED]				[REDACTED]
0004	TN Career Transition Services Placement/Graduates (40% of total price) Six month price Type: FFP @ approx. [REDACTED] each Incrementally Funded Amount: [REDACTED] Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0- ZR3T00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3T00 Object Class: 252099 Funded: [REDACTED]				[REDACTED]
0005	TN Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Incrementally Funded Amount: [REDACTED] Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0- ZR3T00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3T00 Object Class: 252099 Funded: [REDACTED]				[REDACTED]
0006	TN Career Transition Services Placement/Former Enrollee (40% of total price) Six month price Type: FFP at approx. [REDACTED] each Continued ...				[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	Incrementally Funded Amount: [REDACTED] Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0-ZR3T00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3T00 Object Class: 252099 Funded: [REDACTED] MS Outreach and Admissions (60% of total price) Initial Arrival Type: FFP at approx. [REDACTED] each Incrementally Funded Amount: [REDACTED] Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0-ZR3A00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3A00 Object Class: 252099 Funded: [REDACTED]				[REDACTED]
0008	MS Outreach and Admissions (40% of total price) 90 Days Type: FFP at approx. [REDACTED] each Incrementally Funded Amount: [REDACTED] Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0-ZR3A00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3A00 Object Class: 252099 Funded: [REDACTED]				[REDACTED]
0009	MS Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Incrementally Funded Amount: [REDACTED] Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0-Continued ...				[REDACTED]

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0010	ZR3T00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3T00 Object Class: 252099 Funded: ██████████ MS Career Transition Services Placement/Graduates (40% of total price) Six month price Type: FFP at approx. ██████████ each Incrementally Funded Amount: ██████████ Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0- ZR3T00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3T00 Object Class: 252099 Funded: ██████████				██████████
0011	MS Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP at approx. ██████████ each Incrementally Funded Amount: ██████████ Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0- ZR3T00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3T00 Object Class: 252099 Funded: ██████████				██████████
0012	MS Career Transition Services Placement/Former Enrollee (40% of total price) Six month price Type: FFP at approx. ██████████ each Incrementally Funded Amount: ██████████ Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0032 Accounting Info: 2601811617AD20170181000116100000100001OJC001OATL0- ZR3T00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJC001OATL0 Cost Center: ZR3T00 Object Class: 252099 Funded: ██████████ Continued ...				██████████

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	TN Outreach and Admissions (60% of total price) Initial Arrival Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
1002	TN Outreach and Admissions (40% of total price) 90 Days Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
1003	TN Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
1004	TN Career Transition Services Placement/Graduates (40% of total price) Six month price Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
1005	TN Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
1006	TN Career Transition Services Placement/Former Enrollee Continued ...				[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(40% of total price) Six month price Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				
1007	MS Outreach and Admissions (60% of total price) Initial Arrival Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
1008	MS Outreach and Admissions (40% of total price) 90 Days Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
1009	MS Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
1010	MS Career Transition Services Placement/Graduates (40% of total price) Six month price Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
1011	MS Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Continued ...				[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				
1012	MS Career Transition Services Placement/Former Enrollee (40% of total price) Six month price Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 365 Days After Award Product/Service Code: R699				[REDACTED]
2001	TN Outreach and Admissions (60% of total price) Initial Arrival Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 730 Days After Award Product/Service Code: R699				[REDACTED]
2002	TN Outreach and Admissions (40% of total price) 90 Days Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 730 Days After Award Product/Service Code: R699				[REDACTED]
2003	TN Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 730 Days After Award Product/Service Code: R699				[REDACTED]
2004	TN Career Transition Services Placement/Graduates (40% of total price) Six month price Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 730 Days After Continued ...				[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Product/Service Code: R699				
2005	Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 730 Days After Award Product/Service Code: R699				[REDACTED]
2006	Career Transition Services Placement/Former Enrollee (40% of total price) Six month price Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 730 Days After Award Product/Service Code: R699				[REDACTED]
3001	TN Outreach and Admissions (60% of total price) Initial Arrival Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 1095 Days After Award Product/Service Code: R699				[REDACTED]
3002	TN Outreach and Admissions (40% of total price) 90 Days Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 1095 Days After Award Product/Service Code: R699				[REDACTED]
3003	TN Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 1095 Days After Award Continued ...				[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3004	Product/Service Code: R699 TN Career Transition Services Placement/Graduates (40% of total price) Six month price Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 1095 Days After Award Product/Service Code: R699				[REDACTED]
3005	TN Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 1095 Days After Award Product/Service Code: R699				[REDACTED]
3006	TN Career Transition Services Placement/Former Enrollee (40% of total price) Six month price Type: FFP at approx. [REDACTED] each Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 1095 Days After Award Product/Service Code: R699				[REDACTED]
5001	TRANSITION IN (14 DAYS) Period of Performance: March 17, 2017 through March 31, 2017 Product/Service Code: R699 Requisition No: 1631-OJC-17-OJ3-0034 Accounting Info: 2601811617AD20170181000116100000100001OJCO01OATL0- ZR3T00-252099 Funding Stream: 2601811617AD20170181000116100000100001OJCO01OATL0 Cost Center: ZR3T00 Object Class: 252099 Funded: [REDACTED]				[REDACTED]
5002	TRANSITION OUT (30 DAYS) PRE-PRICED OPTION NTE [REDACTED] Amount: [REDACTED] (Option Line Item) (Anticipated Option Exercise Date) 08/01/2020 Continued ...				[REDACTED]

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: R699				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 BACKGROUND**

The U. S. Department of Labor, Job Corps has a requirement for providing Outreach/Admissions and Career Transition Services in the states of Tennessee (TN) and Mississippi (MS)

The North American Industry Classification System (NAICS) code for this acquisition is **541611**. The small business size standard is **\$15M**.

The contractor shall provide **Outreach and Admissions (OA)** services in the state of TN and shall ensure the arrival of a minimum of 1,493 students into the Job Corps program annually for residential male and female students, and nonresidential male and female students.

The contractor shall provide **Outreach and Admissions (OA)** services in the state of MS and shall ensure the arrival of a minimum of 1,057 students into the Job Corps program annually for residential male and female students, and nonresidential male and female students.

The contractor shall provide **Post-Center Career Transition Services (CTS)** annually for a minimum of 1,092 youth returning to TN.

The contractor shall provide **Post-Center Career Transition Services (CTS)** annually for a minimum of 912 youth returning to MS.

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

B.2 SBA REQUIREMENT# 1013.17.702001

IAW the Partnership Agreement between the U.S. Small Business Administration (SBA) and the U.S. Department of Labor (US DOL), Section IV B. Responsibilities of the US DOL, #22., Even though the SBA may not be identified in section A of the contract, it is still the Prime Contractor on the contract.

Periods of Performance for Mississippi OA/CTS:

04/01/2017 – 03/31/2018 [CY1-Base]

04/01/2018 – 09/30/2018 [CY2-Option 1]

Periods of Performance for Tennessee OA/CTS:

4/1/2017 – 3/31/2018 [CY1-Base]

4/1/2018 – 3/31/2019 [CY2-Option 1]

4/1/2019 – 3/31/2020 [CY3-Option 2]

4/1/2020 – 8/31/2020 [CY4-Option 3]

B.3 PRICING SCHEDULE

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Base Period: 04/01/2017 – 03/31/2018 TN OA CTS						
0001	Outreach and Admissions (60% of total price) Initial Arrival Type: FFP	1	EA			
0002	Outreach and Admissions Arrival (40% of total price) 90 Days Type: FFP	1	EA			
0003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
0004	Career Transition Services Placement/Graduates (40% of total price) six month price Type: FFP	1	EA			
0005	Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP	1	EA			
0006	Career Transition Services/Former Enrollee (40% of total price) Six month price	1	EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option I: 04/01/2018 – 03/31/2019 TN OA CTS						
1001	Outreach and Admissions Initial Arrival (60% of total price) Type: FFP	1	EA			
1002	Outreach and Admissions Arrival 90 Days (40% of total price) Type: FFP	1	EA			
1003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
1004	Career Transition Services Placement/Graduates (40% of total price) six month price	1	EA			
1005	Career Transition Services/Former Enrollee (60% of total price) Initial Placement Type: FFP	1	EA			
1006	Career Transition Services Placement/Former Enrollee (40% of total price) six month price Type: FFP	1	EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option 2: 04/01/2019 – 03/31/2020 TN OA CTS						
2001	Outreach and Admissions (60% of total price) Initial Arrival Type: FFP	1	EA			
2002	Outreach and Admissions Arrival (40% of total price) 90 Days Type: FFP	1	EA			
2003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
2004	Career Transition Services Placement/Graduates (40% of total price) Six month price Type: FFP	1	EA			
2005	Career Transition Services Initial placement/Former Enrollee (60% of total price) Type: FFP	1	EA			
2006	Career Transition Services Placement/Former Enrollee (40% of total price) six month price Type: FFP	1	EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option 3: 04/01/2020-08/31/2020 TN OA CTS						
3001	Outreach and Admissions (60% of total price) Initial Arrival Type: FFP	1	EA			
3002	Outreach and Admissions Arrival (40% of total price) 90 Days Type: FFP	1	EA			
3003	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
3004	Career Transition Services Placement/Graduates (40% of total price) six month price Type: FFP	1	EA			
3005	Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP	1	EA			
3006	Career Transition Services Placement/Former Enrollee (40% of total price) six month price Type: FFP	1	EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Base Period: 04/01/2017 – 03/31/2018 MS OA CTS						
0007	Outreach and Admissions (60% of total price) Initial Arrival Type: FFP	1	EA			
0008	Outreach and Admissions Arrival (40% of total price) 90 Days Type: FFP	1	EA			
0009	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
0010	Career Transition Services Placement/Graduates (40% of total price) six month price Type: FFP	1	EA			
0011	Career Transition Services/Former Enrollee (60% of total price) Initial placement Type: FFP	1	EA			
0012	Career Transition Services/Former Enrollee (40% of total price) Six month price	1	EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option I: 04/01/2018 – 09/30/2018 MS OA CTS						
1007	Outreach and Admissions Initial Arrival (60% of total price) Type: FFP	1	EA			
1008	Outreach and Admissions Arrival 90 Days (40% of total price) Type: FFP	1	EA			
1009	Career Transition Services/Graduates (60% of total price) Initial placement Type: FFP	1	EA			
1010	Career Transition Services Placement/Graduates (40% of total price) six month price	1	EA			
1011	Career Transition Services/Former Enrollee (60% of total price) Initial Placement Type: FFP	1	EA			
1012	Career Transition Services Placement/Former Enrollee (40% of total price) six month price Type: FFP	1	EA			

Period of Performance: 03/17/2017 – 03/31/2017 TN & MS OA CTS						
5001	Transition In	14	Days			
Period of Performance: TBD						
5002	Transition Out	1	MO			

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**STATE OF TENNESSEE STATEMENT OF WORK****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 (WIOA) of 2014.

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.

A. Objective

The contractor shall provide material, services, and all necessary personnel to operate a Job Corps Outreach/Admissions and Post-Center Career Transition Services program as set forth in the Workforce Innovation and Opportunity Act (WIOA) of 2014, and the Job Corps Policy and Requirements Handbook. The basic purpose of the Outreach and Admissions program is to provide a comprehensive approach to ensure that sufficient numbers of disadvantaged youth between the ages of 16 and 24 are enrolled in specified Job Corps Centers.

The basic purpose of the Post-Center Career Transition Services System is to provide the necessary assistance and support to ensure that eligible students leaving the Job Corps program are placed into a job, the military, or additional training, and that program graduates receive the support necessary to retain employment long-term.

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

B. Governing Regulations, Handbooks

The Workforce Innovation and Opportunity Act (WIOA), Title I, Subtitle C, is the Job Corps Program's authorizing legislation and is hereby incorporated into this RFP and the resultant contract by reference.

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program operation and reporting requirements in one document and is hereby incorporated into this RFP and the resultant contract by reference. If for any reason any provision of this RFP is in direct conflict and inconsistent with a provision of the PRH incorporated herein, then (the RFP or resulting contract) shall be controlling and take precedence over the conflicting provision. The Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 670. The Contractor shall follow the PRH, the Regulations, and all other requirements established in this contract. The PRH is routinely updated and amended and the Contractor shall be responsible for complying with all updates and amendments. The PRH is available at:

http://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx

C.2 PROGRAM CONTENT

A. Outreach and Admissions

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

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

The contractor shall provide Outreach and Admissions services in the state of Tennessee and shall ensure the arrival of a minimum of 1,493 students into the Job Corps program annually for residential male and female students, and nonresidential male and female students as noted in the chart below.

Center	Male Residents	Male Non-Residents	Female Residents	Female Non-Residents
Atlanta	0	0	10	0
B.L. Hooks	173	31	191	56
Finch-Henry	12	0	12	0
Jacobs Creek	236	0	79	0
Mississippi	7	0	7	0
E.C. Clements	26	0	38	0
Great Onyx	70	0	44	0
Muhlenberg	100	0	73	0
Pine Knot	60	0	30	0
Whitney Young	102	0	136	0
TOTALS	786	31	620	56

The Contractor’s performance shall be measured against the goals established by the Employment and Training Administration, Office of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

The contractor shall be expected to recruit and screen sufficient numbers of applicants to generate arrivals in accordance with the delivery schedule in Section F5.

- a. Outreach: The Contractor shall work cooperatively with various individuals and organizations to attract and enroll eligible at risk youth. The Contractor shall develop and implement effective marketing techniques to educate the public about the program and to ensure that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.
- b. Eligibility Determination and Screening Factors: The Contractor shall assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH 1.2 and Exhibit 1-1.
- c. Information to Applicants: The Contractor shall provide applicants with accurate information about the Job Corps program, and about specific Job Corps centers, in accordance with PRH 1.3.
- d. Applicant Assignments: The Contractor shall provide a regular flow of applicants for assignment to centers in accordance with regional procedures and PRH 1.5.
- e. Readmission: The Contractor shall assess and verify that applicants for readmission meet criteria found in PRH 1.6.
- f. Enrollment Readiness: The Contractor shall ensure that assigned applicants are fully prepared for successful center enrollment in accordance with requirements listed in PRH 1.6 (1.3)

B. Career Transition Services

Post-Center Career Transition Services is applicable to this contract.

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

- Enrolled at the Job Corps Centers listed on this contract's Geographic Assignment Plan (GAP), who returns to the state of Tennessee.

For purposes of this procurement, the Contractor should anticipate an annual inflow of students for provision of career transition services in the numbers shown below.

- 517 – Graduates
- 575 – Former Enrollees

The Contractor's performance shall be measured against the goals established by the Employment & Training Administration, Office of Job Corps each year in the Career Transition Services Outcome Measurement System.

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

- Providing personalized career transition services.
- Providing access to services that support successful transition.
- Identifying and making referral to suitable employment or educational opportunities.

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

At a minimum, the program shall consist of:

- a. Career Transition Plan: The Contractor shall develop a comprehensive Career Transition Plan that will ensure efficient and effective delivery of career transition services to eligible graduates and former enrollees. Specific requirements for the plan are outlined in PRH 4.1.
- b. Eligibility for Services: The Contractor shall provide post-center career transition services to eligible graduates and former enrollees. Service shall be provided throughout the CTS service period prescribed by PRH 4.2.
- c. Career Transition Services for Graduates: The Contractor shall maintain contact with separated graduates, provide assessments, conduct placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout the CTS service period to ensure the graduate remains connected to the labor market following separation. The Contractor shall arrange to transfer responsibility if the individual relocates outside of the service area during the service period. Specific services are detailed in PRH 4.3.
- d. Career Transition Services for Former Enrollees: The Contractor shall maintain contact with eligible, separated former enrollees during the service period until initial placement, to identify job leads and provide referrals, as specified in PRH 4.4.
- e. Documentation, Reporting, and Verification Process: The Contractor shall establish a uniform system for documenting, verifying, and reporting Career Transition Services, using the criteria in PRH 4.5.

C. Management

The contractor shall provide direction, management and administrative support to all functions and activities of outreach/admissions and career transition services. The contractor shall establish systems that ensure:

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

At a minimum, the program shall consist of:

1. **Program Management:** The contractor shall establish a system that ensures achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 5.1.
2. **Personnel:** The contractor shall recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 5.2, and Exhibit 5-3. The contractor shall develop and implement policies that promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.
3. **Staff Training:** The contractor shall provide training opportunities that ensure that staff possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 5.3, and Exhibit 5-4.
4. **Procurement and Property Management:** The contractor shall establish systems to procure property, services, and supplies in a cost-efficient and environmentally-friendly manner in accordance with government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of government-owned property, materials, and supplies, in accordance with PRH 5.6.
Upon completion or termination of this contract, the contractor shall transfer to the successor contractor complete documentation regarding property transactions, student files and other records as directed by the Contracting Officer.
5. **Financial Management:** The contractor shall develop and maintain systems to effectively plan, budget and control expenses which shall safeguard public funds and ensure the cost-effective provision of services to meet program goals. The contractor shall establish and maintain a financial management system which meets all the requirements of PRH, 5.7, and Appendix 503.

STATE OF MISSISSIPPI STATEMENT OF WORK**C.1 GENERAL****B. 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 (WIOA) of 2014.

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.

C. Objective

The contractor shall provide material, services, and all necessary personnel to operate a Job Corps Outreach/Admissions and Post-Center Career Transition Services program as set forth in the Workforce Innovation and Opportunity Act (WIOA) of 2014, and the Job Corps Policy and Requirements Handbook. The basic purpose of the Outreach and Admissions program is to provide a comprehensive approach to ensure that sufficient numbers of disadvantaged youth between the ages of 16 and 24 are enrolled in specified Job Corps Centers.

The basic purpose of the Post-Center Career Transition Services System is to provide the necessary assistance and support to ensure that eligible students leaving the Job Corps program are placed into a job, the military, or additional training, and that program graduates receive the support necessary to retain employment long-term.

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

D. Governing Regulations, Handbooks

The Workforce Innovation and Opportunity Act (WIOA), Title I, Subtitle C, is the Job Corps Program's authorizing legislation and is hereby incorporated into this RFP and the resultant contract by reference.

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

provision of this RFP is in direct conflict and inconsistent with a provision of the PRH incorporated herein, then (the RFP or resulting contract) shall be controlling and take precedence over the conflicting provision. The Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 670. The Contractor shall follow the PRH, the Regulations, and all other requirements established in this contract. The PRH is routinely updated and amended and the Contractor shall be responsible for complying with all updates and amendments. The PRH is available at:

http://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx

C.2 PROGRAM CONTENT

C. Outreach and Admissions

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

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

The contractor shall provide Outreach and Admissions services in the state of Mississippi and shall ensure the arrival of a minimum of 1,057 students into the Job Corps program annually for residential male and female students, and nonresidential male and female students as shown in the following three tables.

Annual Arrival Goals for Gulfport Job Corps Center					
Month	Male Residents	Male Non-Residents	Female Residents	Female Non-Residents	Total
April	4	1	4	3	12
May	4	2	4	3	13
June	8	4	8	4	24
July	4	2	4	5	15
August	4	2	4	4	14
September	4	3	4	3	14
October	3	1	3	3	10
November	4	1	4	4	13
December	1	1	1	1	2
January	4	2	4	3	13
February	4	1	4	1	10
March	8	3	8	3	22
Total:	52	23	52	37	164

Annual Arrival Goals for Finch-Henry Job Corps Center					
Month	Male Residents	Male Non-Residents	Female Residents	Female Non-Residents	Total
April	18	1	18	1	38
May	12	2	12	1	27
June	18	2	18	1	39
July	11	7	11	2	31
August	8	2	8	3	94
September	18	1	18	1	21
October	12	1	12	1	26
November	6	1	6	1	14
December	2	1	2	1	6
January	12	2	12	2	28
February	18	2	18	2	40
March	18	1	18	1	38
Total:	153	23	153	17	346

Annual Arrival Goals for Mississippi Job Corps Center					
Month	Male Residents	Male Non-Residents	Female Residents	Female Non-Residents	Total
April	13	7	16	7	12
May	17	7	16	7	13
June	13	7	16	7	24
July	18	7	26	7	15
August	13	7	16	7	14
September	13	7	16	7	14
October	13	7	22	7	10
November	8	7	8	7	13
December	4	1	4	1	2
January	13	7	16	7	13
February	20	14	16	14	10
March	20	14	26	14	22
Total:	165	92	198	92	547

The Contractor’s performance shall be measured against the goals established by the Employment and Training Administration, Office of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

The contractor shall be expected to recruit and screen sufficient numbers of applicants to generate arrivals in accordance with the delivery schedule in Section F5.

- a) Outreach : The Contractor shall work cooperatively with various individuals and organizations to attract and enroll eligible at risk youth. The Contractor shall develop and implement effective marketing techniques to educate the public about the program and to ensure that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.
- b) Eligibility Determination and Screening Factors: The Contractor shall assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH 1.2 and Exhibit 1-1.

- c) Information to Applicants: The Contractor shall provide applicants with accurate information about the Job Corps program, and about specific Job Corps centers, in accordance with PRH 1.3.
- d) Applicant Assignments: The Contractor shall provide a regular flow of applicants for assignment to centers in accordance with regional procedures and PRH 1.5.
- e) Readmission: The Contractor shall assess and verify that applicants for readmission meet criteria found in PRH 1.6.
- f) Enrollment Readiness: The Contractor shall ensure that assigned applicants are fully prepared for successful center enrollment in accordance with requirements listed in PRH 1.6 (1.3)

D. Career Transition Services

Post-Center Career Transition Services is applicable to this contract.

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

- Enrolled at the Mississippi, Finch-Henry, and Gulfport Job Corps Centers and returning to the state of Mississippi post enrollment.

For purposes of this procurement, the Contractor should anticipate an annual inflow of students for provision of career transition services in the numbers shown below.

- 626 – Graduates
- 286 – Former Enrollees

The Contractor's performance shall be measured against the goals established by the Employment & Training Administration, Office of Job Corps each year in the Career Transition Services Outcome Measurement System.

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

- Providing personalized career transition services.
- Providing access to services that support successful transition.
- Identifying and making referral to suitable employment or educational opportunities.

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

At a minimum, the program shall consist of:

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

- b. Eligibility for Services: The Contractor shall provide post-center career transition services to eligible graduates and former enrollees. Service shall be provided throughout the CTS service period prescribed by PRH 4.2.
- c. Career Transition Services for Graduates: The Contractor shall maintain contact with separated graduates, provide assessments, conduct placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout the CTS service period to ensure the graduate remains connected to the labor market following separation. The Contractor shall arrange to transfer responsibility if the individual relocates outside of the service area during the service period. Specific services are detailed in PRH 4.3.
- d. Career Transition Services for Former Enrollees: The Contractor shall maintain contact with eligible, separated former enrollees during the service period until initial placement, to identify job leads and provide referrals, as specified in PRH 4.4.
- e. Documentation, Reporting, and Verification Process: The Contractor shall establish a uniform system for documenting, verifying, and reporting Career Transition Services, using the criteria in PRH 4.5.

D. Management

The contractor shall provide direction, management and administrative support to all functions and activities of outreach/admissions and career transition services. The contractor shall establish systems that ensure:

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

At a minimum, the program shall consist of:

1. **Program Management**: The contractor shall establish a system that ensures achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 5.1.
2. **Personnel**: The contractor shall recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 5.2, and Exhibit 5-3. The contractor shall develop and implement policies that promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.
3. **Staff Training**: The contractor shall provide training opportunities that ensure that staff possesses the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 5.3, and Exhibit 5-4.

4. **Procurement and Property Management:** The contractor shall establish systems to procure property, services, and supplies in a cost-efficient and environmentally-friendly manner in accordance with government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of government-owned property, materials, and supplies, in accordance with PRH 5.6.

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

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

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 ACCEPTANCE

A. Initial Inspection and Acceptance of Admission Arrivals

On the first day of the month, the contractor shall furnish, to the COR, a list of student arrivals made during the prior month. The list shall contain (1) the student’s name, (2) student identification number, (3) the center where the student arrived and (4) the date of arrival. The list shall be identified with the following title: “Arrivals List for Initial Acceptance No. 1” and the list number shall be submitted in sequential numbers.

Upon receipt of the Arrivals List for Initial Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of valid arrivals.

B. Final Inspection and Acceptance of Admission Arrivals

90 days after acceptance of an Arrival List for Initial Acceptance, the contractor shall furnish, to the COR, an Arrival List for Final Acceptance. The list shall contain those students who were accepted as arrivals in the initial list and have stayed at the Job Corps Center for a period of at least 90 days. The list shall contain (1) the student’s name, (2) student identification number, (3) the center where the student arrived and (4) the date of arrival. The list shall be identified with the following title: “Arrivals List for Final Acceptance No. 1” and the list number shall be submitted in sequential numbers, matching the number of the corresponding initial acceptance list.

Upon receipt of the Arrivals List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of a valid arrival.

C. Initial Inspection and Acceptance of the Career Transition Placements

On the first day of the month, the contractor shall furnish, to the COR, documentation of career transition placements made for the month. The contractor’s documentation shall be in accordance with criteria in PRH, 4.5.

The COR shall have five business days to review the documentation and determine initial acceptance of a valid career transition placement.

D. Final Inspection and Acceptance of the Career Transition Placements

On a quarterly basis the contractor shall furnish, to the COR, a Career Transition Placements List for Final Acceptance. The list shall contain those students who were initially accepted as valid career transition placements and have stayed at the placement for a period of at least six months, as defined in the criteria contained in PRH 4.5. The list shall contain (1) the student's name, (2) student identification number, and (3) the placement and (4) the date of placement.

Upon receipt of the Career Transition Placements List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine final acceptance of a valid career transition placement.

E.3 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
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 TYPE OF CONTRACT

This is a Firm Fixed-Unit Price Contract as described at Subpart 16.202-1 of the Federal Acquisition Regulations.

F.3 PERIOD OF PERFORMANCE

- A. The contract period of performance is for a base period of one year, with four, one-year option periods. The contractor shall provide Outreach/Admissions and Career Transition Services during the base period of 04/01/17 to 03/31/2018, and if appropriate, shall perform necessary functions related to a transition period for assuming responsibility for the operation of the OA/CTS contract for the last 14 days in the month of March 2017.

F.4 DELIVERABLES

- A. Arrival Input Schedule

The contractor shall deliver all program and reporting requirements as defined in Exhibit 5-2 of the Program Requirements Handbook.

The contractor shall ensure the arrival of the minimum number of students into the Job Corps program in accordance with schedule outlined in the attached statement of work for TN and MS OA CTS.

- B. The contractor shall anticipate a minimum and maximum annual inflow of students for provision of post-center career transition services in accordance with the numbers outlined in the attached statement of work for TN and MS OA CTS.
- C. Upon completion or termination of this contract, the contractor shall transfer to the successor contractor complete documentation regarding property transactions, student files and other records as directed by the Contracting Officer.

F.5 PLACE OF PERFORMANCE

Place of performance will be at the contractor's discretion in the states of:

- for OA: States of Tennessee and Mississippi
- for CTS: States of Tennessee and Mississippi.

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (MAY 2004)

(a) The Contracting Officer's Representative (COR) for this contract **shall be named in a designation letter**.

(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.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE RESPONSIBILITIES

In addition to those responsibilities named in DOLAR 2952.201-70, Contracting Officer's Representative (May 2004), the Contracting Officer's Representative is responsible for the duties listed below. Please note that this is not a comprehensive list.

1. Recommend contract modifications to the Contracting Officer as a result of monitoring or as may be requested by the contractor.
2. Review and coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
3. Review and approve required plans, e.g., Career Development Service Systems (CDSS) Plan, Career Technical Skills Training (CTST) Plan, etc.

G.3 FUNDING AND FINANCIAL ADMINISTRATION

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of the Executive Level I pay rate. (Applicable Executive Pay Schedules are available at: <http://www.opm.gov/>). Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate equal to the authorized Executive Level 1 rate. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract, including subcontracted services.

A. Payment:

1. Payment Upon Initial Inspection and Acceptance of Admission Arrivals

Upon receipt of the Arrivals List for Initial Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of valid arrivals.

Payment shall be made in the amount of **60%** of the total unit price of the arrival upon the initial acceptance of a valid arrival. Once the COR has completed initial acceptance of an arrival, the contractor can submit an invoice that includes request for payment of the initially accepted arrival. The invoice shall specify the student's name and identification number to enable the COR sufficient information to validate payment.

2. Final Inspection and Acceptance of Admission Arrivals

Upon receipt of the Arrivals List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of a valid arrival.

Payment shall be made in the amount of **40%** of the total unit price of the arrival upon the final acceptance of a valid arrival. Once the COR has completed final acceptance of an arrival, the contractor can submit an invoice that includes request for payment of the finally accepted arrival. The invoice shall specify the student's name and identification number to enable the COR sufficient information to validate payment.

3. Initial Inspection and Acceptance of the Career Transition Placements

The COR shall have five business days to review the documentation and determine initial acceptance of valid career transition placement.

Payment shall be made in the amount of **60%** of the total unit price of the arrival upon the initial acceptance of a valid career transition placement. Once the COR has completed initial acceptance of a career transition placement, the contractor can submit an invoice that includes request for payment of the initially accepted career transition placement. The invoice shall specify the student's name and identification number to enable the COR sufficient information to validate payment.

4. Final Inspection and Acceptance of the Career Transition Placements

Upon receipt of the Career Transition Placements List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of a valid arrival.

Payment shall be made in the amount of **40%** of the total unit price of the arrival upon the final acceptance of a valid career transition placement. Once the COR has completed final acceptance of a career transition placement, the contractor can submit an invoice that includes request for payment of the finally accepted career transition placement. The invoice shall specify the student's name and student identification number to enable the COR sufficient information to validate payment.

B. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest

amount which may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

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

C. Invoice Requirements

1. The contractor shall submit the original and one copy of the invoice claiming reimbursement for costs incurred directly to the COR for certification and forwarding to the cognizant payment office.

Invoices shall be submitted not more frequently than twice a month and costs invoiced shall be based on guidance provided in Appendix 502 and 503 of the PRH. Each invoice must contain, at a minimum, the following:

- a. Name of the business concern or agency preparing invoice;
 - b. Date invoice is prepared;
 - c. Contract number;
 - d. Service performance period (to and from dates);
 - e. Operations and/or CRA amounts requesting reimbursement during the service period; and
 - f. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
2. Contractors shall have available at all times and when requested, shall provide CORs with supporting documentation sufficient to substantiate costs incurred.
 3. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract.
 4. Standard Form 1034 shall be used for invoicing purposes and may be obtained at www.gsa.gov. Each invoice shall be numbered consecutively and shall include costs, G&A, fixed and incentive fees (if any) incurred for the period; along with an accompanying worksheet as backup for monthly and cumulative total costs, G&A and total cumulative fees incurred.
 5. For the purpose of this contract, the COR is hereby designated the authorized representative for the Contracting Officer for processing provisional payment of invoices, except that the final invoice shall be forwarded to the Contracting Officer. The right to formally determine whether costs are allowable, disallowable, or should be suspended is not re-delegated, but is reserved for the Contracting Officer.
 6. **Billing for Outreach Admissions and Career Transition:** Cite the formula or method of computation for each type of cost under this line item.

- a. **Total Arrivals:** Include documentation from CITRIX that has been reconciled with the invoice for the billing period.
- b. **90 Day Arrivals:** Include documentation from CITRIX that has been reconciled with the invoice for the billing period.
- c. **Graduate Placement Report:** Include PLE 600 report from the CTS system that has been reconciled with the invoice for the billing period.
- d. **Former Enrollees:** Include PLE 600 report from the CTS system that has been reconciled with the invoice for the billing period.
- e. **6-Month Survey (Final Graduate):** Include the Post Placement Survey Report from the CTS system that has been reconciled with the invoice for the billing period. **Operators that would like to receive credit for graduates who are employed during the six-month survey window, but did not take the six-month survey, may receive credit with the submission of the ETA form 678 with the Placement Verification Requirements as stated in the PRH Exhibit 4.2.*

The Contracting Officer may require the Contractor to submit detailed support for costs claimed on one or more interim payment requests.

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

G.5 LIQUIDATED DAMAGES FOR INELIGIBLE ENROLLMENT

The contractor agrees to comply with the current requirements for eligible enrollments. If the contractor bills the Government for an admission or a placement and the admission or placement is later found to be invalid or fraudulent, the contractor is liable to the Government for the full, firm fixed unit price of the admission or placement. In addition, the contractor may be held financially responsible for any peripheral costs associated with placements and/or admissions found to be invalid. Peripheral costs include the cost to the Government for each day a student is improperly enrolled in the program (counted in the reported on-board strength). 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 \$750.

Tennessee Outreach and Admissions

Period of Performance	Total Cost	Student	Student Per Year Cost (Total Cost/Students)	Student Per Day Cost (Student Year Cost/365*15%)
Base Year One				
Option Year One				
Option Year Two				
Option Year Three	REDACTED	REDACTED	REDACTED	REDACTED
Average				

Tennessee Career Transition Services

Period of Performance	Total Cost	Student	Student Per Year Cost (Total Cost/Students)	Student Per Day Cost (Student Year Cost/365*15%)
Base Year One				
Option Year One				
Option Year Two	REDACTED	REDACTED	REDACTED	REDACTED
Option Year Three				
Average				

Mississippi Outreach and Admissions

Period of Performance	Total Cost	Students	Student Per Year Cost (Total Cost/Students)	Student Per Day Cost (Student Year Cost/365*15%)
Base Year				
Option Year	REDACTED	REDACTED	REDACTED	REDACTED
Average				

Mississippi Career Transition Services

Period of Performance	Total Cost	Students	Student Per Year Cost (Total Cost/Students)	Student Per Day Cost (Student Year Cost/365*15%)
Base Year				
Option Year	REDACTED	REDACTED	REDACTED	REDACTED
Average				

If the annual student cost is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

G.6 LIQUIDATED DAMAGES FOR PLACEMENTS FOUND TO BE INVALID

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to reimburse the Government in the amount of \$750 per invalid placement.

G.7 FAILURE TO COMPLY WITH CONTRACT TERMS

The contractor shall be held liable for failure to comply with the terms of the 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 (Jan-97) Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
- 52.203-10 (Jan-97) Price or Fee Adjustment for Illegal or Improper Activity

G.8 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (52.232-33) (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

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

H.2 PAYMENT OF ROYALTIES

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

H.3 DUPLICATION OF EFFORT

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

H.4 OTHER CONTRACTORS

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

The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

H.5 TRAVEL AND PER DIEM

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

H.6 WAGE COMPARABILITY

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); and (2) that DOL shall reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.2). In general, compensation should be limited to an amount that does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out.
- B. As appropriate and required, the contractor shall abide by Construction Wage Rate requirements and/or Service Contract Act (SCA) prevailing wages and ensure that subcontractors follow those provisions. The contractor must include the applicable construction wage determination in subcontracts that utilize CRA funding for construction that is substantial and segregated (FAR Part 22.402) and classified as construction subject to the Construction Wage Rate requirements as defined in FAR 52.222-6. Contractors shall also ensure that they are incorporating the prevailing construction wage determination as of the day that the subcontract is awarded. See Attachment J.14 (as applicable) for the construction wage determination that is applicable to the center as of the day that the contract is awarded. For SCA contracts, on the date a service employee commences work on an SCA covered contract, the contractor or subcontractor is required by law to deliver to the employee or post a notice of the required compensation in a prominent place at the work site.
- C. The contractor/subcontractor must pay wages comparable to those in the local area market for like occupations. It is the contractor's/subcontractor's responsibility to be familiar with the local area labor market, for which services are to be performed, when recruiting for occupations that are critical to the performance and operation of the contract. The contractor/subcontractor must ensure wages are commensurate with those of similar occupations with like qualifications and experience. It is vital that the contractor/subcontractor maintain a workforce that does not experience a high turnover rate; high vacancy rates and turnover can endanger the performance of the contract. It is therefore required that the contractor/subcontractor pay comparable wages for all occupations on the contract to equivalent occupations in the local labor market (positions performing similar work using a different occupational titles, for example).

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

- A. The Service Contract Act of 1965 is not applicable to contracts for the operation and management of Job Corps centers. However, subcontracts awarded by contractors operating and managing Job Corps centers are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor. Employees of the prime contractor who perform Outreach and Admissions and/or Career Transition Services are also exempt from the Service Contract Act.

- B. Subcontracts awarded by contractors operating and managing Job Corps centers shall include FAR clause 52.222-41, in FAR 22.10, with such modifications as would otherwise be inappropriate had the clause been included in the prime contract.
- C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.
- D. The U.S. Department of Labor is responsible for obtaining prevailing wage rates for service-type subcontracts and shall make applicable wage rates a part of this contract.

H.8 COLLECTIVE BARGAINING AGREEMENTS

Prime and/or subcontractors shall provide the contracting officer with a copy of any collective bargaining agreements affecting this contract, in accordance with FAR 22.1008-2.

H.9 WITHHOLDING

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

H.10 POLITICAL ACTIVITY

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

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

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

H.12 CONTRACT IDENTIFICATION NUMBER

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

H.13 SUBMISSION OF CORRESPONDENCE

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

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

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

H.15 PATENT RIGHTS

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

- E. In the event no inventions, improvements, or discoveries (whether or not patented) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.
- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

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

H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

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

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
- ✓ Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
- ✓ Aviator to include men and women pilots, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.
- ✓ Human beings or people instead of mankind.
- D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:
- ✓ Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the work force.
 - ✓ Recast into the plural. Most Americans spend 20 years of their lives in the work force.
 - ✓ Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, and lawyer. Identify sex with a pronoun.

- ✓ The lawyer made her final summation.

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

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

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

- ✓ Strive to use racially and sexually balanced designs.

- ✓ Depict both men and women in artwork on general subject matters.

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

H.17 TITLES TO STUDIES

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

H.18 PRINTING AND DUPLICATING

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

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

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

H.19 DISPOSITION OF DATA AND COPYRIGHTS

A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are

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

- B. Subject to the provision of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, no* has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.
- D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.
- E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.
- F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.
- G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

- I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as 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.20 DISPOSITION OF MATERIAL

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

H.21 CONSULTANTS

- A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly or fixed price).
- B. The amount or rate of payment shall be determined on a case-by-case basis taking into account the level and difficulty of the work to be performed, the qualifications of the expert or consultant, the pay rates of comparable individuals performing similar work in Federal or non-Federal sectors, and the availability of qualified candidates.

In no event shall a consultant's allowable rate for any one day exceed the daily equivalent of the highest rate payable under the General Schedule or, if warranted, the highest rate under the Senior Level pay schedule. For consultants hired under the General Schedule, the daily rate is computed by dividing the annual GS-15, step 10, rate (excluding locality pay) by 2087 hours to find the hourly rate of pay and multiplying the hourly rate of pay by 8 hours. Current General Schedule pay rates may be found on the Office of Personnel Management website at <http://www.opm.gov/oca/08tables/indexGS.asp>. The same method shall be used to determine the daily rate for consultants hired under the Senior Level pay schedule. The current Senior Level pay schedule may be found at: <http://www.opm.gov/oca/08tables/indexSES.asp>.

The daily rate is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

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

H. 22 CLOSE-OUT PACKAGE

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 Contracting Officer the following documents:

- The forms necessary for contract closeout. These forms will require a cost breakdown of revenue and expenditures under the contract, release for accountable property, final indirect cost rate agreements, 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.

In accordance with Job Corps' Regional Office Closeout Procedures and 29 CFR 95.71, Closeout Procedures, the contractor shall submit an invoice marked "Final" no later than 90 calendar days after contract expiration. Pursuant to Clause 52.216-7(2)(i), Allowable Cost and Payments, final indirect cost rates must be requested by the contractor from its cognizant federal audit agency no later than 180 calendar days after the close of each of the contractor's fiscal years. Immediately after the 180 calendar days for establishing final indirect cost rate for the last year of the contract, the contractor is allowed an additional 120 calendar days to submit a second final invoice.

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

A closeout notification letter, document, and instructions will be provided by the Government upon request.

H.23 ANNUAL CLOSEOUT OF CONTRACT COSTS

In accordance with FAR 52.216-7(d) and 42.705, the contractor shall submit its final annual indirect cost rates to the Contracting Officer within 120 days after settlement of the rates with the Contractor's cognizant audit agency. The Contractor shall also submit a settlement invoice, or voucher, reflecting the settled amounts and rates for the Contract periods covered by the final audited rates. Failure to submit a settlement invoice may result in the Contracting Officer making a final determination of costs and reflect this delinquency on the past performance record.

H. 24 COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS

The assurance at 29 CFR 37.20(a) (1) 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:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The contractor also assures that it will comply with 29 CFR part 37 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.25 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.

The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.

H.26 KEY PERSONNEL

The personnel specified below or in attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer and the Job Corps Regional Director reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

- 1) Project Director
- 2) Outreach & Admissions Manager
- 3) Career Transition Services Manager

H.27 OMB CLEARANCE OF RECORD COLLECTIONS

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CFR 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting formation (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be issued in writing by the Contracting Officer.

H.28 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 Government Point of Entry, Federal Business Opportunities (FBO.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.

H.29 LIMITS ON COMPENSATION

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of the Executive Level I pay rate. (Applicable Executive Pay Schedules are available at: <https://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 1 rate. Compensation is defined as salaries and cash

bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract, including subcontracted services.

H.30 INCENTIVES

The contractor shall provide annual incentives to center staff including those occupying professional occupations in Paragraph H6. The contractor shall include what specific positions will be eligible for an incentive payment, the total amount of the potential incentive, and the timetable for such payment. Incentives that are charged to the contract shall not exceed one percent (1%) of total gross wages of center staff including those occupying professional positions in Paragraph H6 and shall not exceed \$5,000 per individual.

H.31 REIMBURSEMENT OF TRAINING COSTS

The Government may reimburse direct costs under the subject contract for staff training that is unique to, and directly benefits, the Job Corps Program. Training initiated or hosted by the Government where contractor attendance is required may also be reimbursed as a direct cost under the contract. However, costs incurred by a contractor for staff training, including but not limited to, the maintenance of staff skills and qualifications, may be included in the contractor's indirect cost pool, if reasonable, allowable, allocable, and approved by the contractor's Federal cognizant agency.

The contractor must receive prior written approval by the Contracting Officer for all staff training for which a contractor seeks reimbursement as a direct cost. The contractor assumes the risk that its training costs will be disallowed by DOL for failure to obtain prior written approval from the Contracting Officer. In the event of a conflict, this clause supersedes and takes precedence over any provisions contained in the PRH as well as the contractor's proposal in connection with staff training.

H.32 CONFLICT OF INTEREST CERTIFICATIONS

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 and Contracting Officer for review and approval within 90 days of contract award.

H.33 DOL 2014-04 – LIMITATION OF GOVERNMENT'S OBLIGATION (LoGO) – (JULY 2014)

(a) Contract line item(s) 0001 through 0012 are incrementally funded. For these item(s), the sum of \$1,419,155.00 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 31U.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
On or before July 31, 2017



(funded through July 31, 2017)

SECTION I. CONTRACT CLAUSES AND PROVISIONS**I.1 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. (NOV 2013)

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. (SEP 2006)

FAR 52.203-7 Anti-Kickback Procedures. (MAY 2014)

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. (OCT 2010)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (OCT 2015)

FAR 52.203-14 Display of Hotline Poster(s). Obtain from:

<http://www.oig.dol.gov/public/hotlineposter/pdf>. (OCT 2015)

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 2016)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2016)

FAR 52.204-13 System for Award Management Maintenance. (OCT 2016)

FAR 52.207-3 Right of First Refusal of Employment. (MAY 2006)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)

FAR 52.210-1 Market Research (APR 2011)

FAR 52.215-2 Audit and Records - Negotiation. (OCT 2010)

FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

FAR 52.215-14 Integrity of Unit Prices. (OCT 2010)

FAR 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

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 52.219-8 Utilization of Small Business Concerns (Nov 2016)

FAR 52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)

FAR 52.219-14 Limitations on Subcontracting (Jan 2017)

FAR 52.219-28 Post-Award Small Business Program Rerepresentation (Jul 2013)

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 2014)

FAR 52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)
FAR 52.222-21 Prohibition of segregated facilities. (APR 2015)
FAR 52.222-26 Equal Opportunity. (SEPT 2016)
FAR 52.222-37 Employment Reports on Veterans. (FEB 2016)
FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
FAR 52.222-41 Service Contract Labor Standards. (MAY 2014)
FAR 52.222-50 Combating Trafficking in Persons. (MAR 2015)
FAR 52.222-54 Employment Eligibility Verification. (OCT 2015)
FAR 52.222-55 Minimum Wages Under Executive Order 13658. (DEC 2015)
FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)
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 52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)
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. (MAY 2008)
FAR 52.224-1 Privacy Act Notification. (APR 1984)
FAR 52.224-2 Privacy Act. (APR 1984)
FAR 52.225-1 Buy American - Supplies. (MAY 2014)
FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR 52.227-1 Authorization and Consent. (DEC 2007)
FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)
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 52.232-1 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 52.232-23 Assignment of Claims. (MAY 2014)
FAR 52.232-25 Prompt payment. (JUL 2013)
FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR 52.232-34 Payment by Electronic Funds Transfer - Other than System for Award Management. (JUL 2013)
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 52.237-2 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 52.242-2 Production Progress Reports. (APR 1991)
FAR 52.242-13 Bankruptcy. (JUL 1995)
FAR 52.243-1 Changes – Fixed Price (AUG 1987)

FAR 52.244-2 Subcontracts. (OCT 2010)
FAR 52.244-5 Competition in Subcontracting. (DEC 1996)
FAR 52.244-6 Subcontracts for Commercial Items. (NOV 2016)
FAR 52.245-1 Government Property. (APR 2012)
FAR 52.245-9 Use and Charges (APR 2012)
FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)
FAR 52.249-4 Termination for Convenience of the Government (Services) (Short-Form) (APR 1984)
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 (OCT 2016)

(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) database (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 with a value of \$30,000 or more, 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 with a value of \$30,000 or more, 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 less than \$30,000 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 FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

I.3 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(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 database via <https://www.acquisition.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 consists 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.

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).

I.5 FAR 52.222-35 Equal Opportunity for Veterans (Oct 2015)

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 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 of \$150,000 or more 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 of identify properly the parties and their undertakings.

(End of Clause)

I.6 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)

(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 \$15,000 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.7 FAR 52.252-4 ALTERATIONS IN CONTRACT (Apr 1984)

Portions of this contract are altered as follows:

_____ (enter any alterations) _____

I.8 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.

I.9 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.10 FAR 52.219-11 Special 8(a) Contract Conditions (Jan 2017)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements delegate to the U.S. Department of Labor the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U.S. Department of Labor shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Department of Labor.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the U.S. Department of Labor Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of Clause)

I.12 FAR 52.219-12 Special 8(a) Subcontract Conditions (Jan 2017)

(a) The Small Business Administration (SBA) has entered into Contract No. 1630J3-17-C-0003 with the U.S. Department of Labor to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The Alutiiq Commercial Enterprises, LLC. hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. 1630J3-17-C-0003 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the U.S. Department of Labor with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Department of Labor.

(4) That it will notify the U.S. Department of Labor Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Department of Labor.

(End of Clause)

I.13 FAR 52.219-28 – Post-Award Small Business Program Rerepresentation.

As prescribed in [19.309\(c\)](#), insert the following clause:

Post-Award Small Business Program Rerepresentation (Jul 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code 541611 assigned to contract number 1630J3-17-C-0003.

[Contractor to sign and date and insert authorized signer's name and title]

(End of clause)

SECTION J. LIST OF ATTACHMENTS

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

NUMBER	TITLE
J-1	Performance Report Cards available at: http://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx <ul style="list-style-type: none"> • OMS 10 Center Report Card • OA OMS 10 – Outreach/Admissions Report Card (if applicable) • CTS OMS 10 – Career Transition Services Report Card (if applicable) The following reports are available on request: <ul style="list-style-type: none"> • MPO35 – Monthly Center Summary Report • MSO 20 – Educational Attainment Report • CTTRC – Career Technical Training Report Card
J-2	Service Contract Act Wage Determinations Applicable wage determinations are available on the DOL Wage and Hour website http://www.wdol.gov .