

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER	PAGE 1 OF 74	
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER CSOSA-08-R-0003	6. SOLICITATION ISSUE DATE June 27, 2008		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Carrie L. Cross		b. TELEPHONE NUMBER (no collect calls) (202) 220-5729	8. OFFER DUE DATE/ LOCAL TIME 11:00 A.M. 07/25/08		
9. ISSUED BY Court Services and Offender Supervision Agency Office of Procurement 633 Indiana Avenue, NW, Suite 880 Washington, DC 20004		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET-ASIDE <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONSMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- BUSINESS NAICS: 621399 SIZE STANDARD: \$6.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATED 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO CSOSA Re-Entry and Sanctions Center 1900 Massachusetts Avenue, SE Building 17 Washington, DC 20003		CODE	16. ADMINISTERED BY Same as block 9			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY	18a. PAYMENT WILL BE MADE BY Court Services and Offender Supervision Agency Financial Management 633 Indiana Avenue, NW, Suite 855 Washington DC 20530 Phone: (202) 220-5714			
TELEPHONE NO. <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DEFERRED AND PUT SUCH ADDRESS IN OFFER.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM.				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <i>(Use Reverse and/or Attached Additional Sheets as Necessary)</i>		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide all labor and materials needed to administer health and nutritional assessment services; provide health and nutritional counseling; and execute technical reviews of food preparation and food service operations conducted by CSOSA staff and contractors in accordance with the terms and conditions of the attached. SEE ATTACHED CONTINUATION <i>(Use Reverse and or Attach Additional Sheet as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA TIN: DUNS:			26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.			ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.			ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>One (1)</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			<input type="checkbox"/> 29. AWARD OF CONTRACT. REF. _____ OFFER ON DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>			
30b. NAME AND TITLE OF SIGNER <i>(Type or Print)</i>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or Print)</i>		31c. DATE SIGNED	
			Carrie L. Cross			

TABLE OF CONTENTS

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS 5

B-1 DESCRIPTION OF SERVICES..... 5

B-2 CONTRACT TYPE..... 5

B-3 ESTIMATED QUANTITIES 5

B-4 SUPPLIES OR SERVICES AND PRICES / COSTS..... 6

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT 11

C-1 AGENCY MISSION 11

C-2 SCOPE OF WORK..... 11

C-3 BACKGROUND 11

C-4 DESCRIPTION OF DUTIES AND RESPONSIBILITIES..... 11

C-5 SERVICE REQUIREMENTS 14

C-6 GENERAL PERSONNEL REQUIREMENTS 14

C-7 SPECIALIZED PERSONNEL REQUIREMENTS 14

C-8 ACCESS TO CSOSA EQUIPMENT 15

C-9 PHYSICAL STANDARDS 15

C-10 DRUG TESTING REQUIREMENTS..... 15

C-11 CONTRACTOR PERFORMANCE STANDARDS 16

C-12 WORK RESTRICTIONS 17

C-13 UNFORSEEN CLOSURES AND WORK STOPPAGE..... 18

C-14 CONTRACTOR’S CONTINUING RESPONSIBILITY TO PROVIDE SUITABLE STAFF 18

C-15 PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES 18

C-16 ADMINISTRATION OF CONTRACT 19

SECTION D - PACKAGING AND MARKING..... 21

D-1 MARKING 21

SECTION E- INSPECTION AND ACCEPTANCE 21

E-1 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)..... 21

E-2 INSPECTION AND ACCEPTANCE 21

SECTION F - DELIVERIES OR PERFORMANCE..... 22

F-1 PERIOD OF PERFORMANCE 22

F-2 PLACE OF PERFORMANCE 22

F-3 DELIVERABLES..... 22

F-4 EMERGENCIES..... 22

F-5 NOTICE TO THE GOVERNMENT OF DELAYS 22

F-6 52.242-15 STOP-WORK ORDER (AUG 1989) 22

SECTION G - CONTRACT ADMINISTRATION DATA..... 23

G-1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL 23

G-2 CONTRACT ADMINISTRATION 23

G-3 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)..... 24

G-4 INVOICING REQUIREMENTS..... 24

G-6 ELECTRONIC PAYMENT 25

SECTION H - SPECIAL CONTRACT REQUIREMENTS 26

H-1 TYPE OF CONTRACT 26

H-2 MINIMUM AND MAXIMUM QUANTITIES/AMOUNTS..... 26

H-3 ORDERING PROCEDURES 26

H-4 INDEMNIFICATION..... 26

H-5 CONFIDENTIALITY 26

H-6 CONFLICTS OF INTEREST 27

H-7 OTHER CONTRACT RESTRICTIONS..... 27

H-8 PERMITS AND LICENSES 27

H-9 PUBLICITY 27

H-10 PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION 27

H-11 SECURITY REQUIREMENTS 29

SECTION I - CONTRACT CLAUSES 31

I-1 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008) 31

I-2 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007) 32

I-3 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIALITEMS (FEB 2007) 32

I-4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2008) 36

I-5 52.217-5 EVALUATION OF OPTIONS (JUL 1990)..... 40

I-6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 40

I-7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 40

I-8 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) 40

I-9 52.224-2 PRIVACY ACT (APR 1984) 40

I-10 52.232-18 AVAILABILITY OF FUNDS (APR 1984) 41

I-11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)..... 41

I-12 52.233-2 SERVICE OF PROTEST (SEP 2006)..... 41

I.13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE 42 (FEB 1998).

I.14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 42

SECTION J - LIST OF ATTACHMENTS 42

SECTION K - REPRESENTATIONS AND CERTIFICATIONS 42

K-1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)..... 42

K-2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2008) 43

K-3 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) 52

K-4 CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). 52

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFORERS OR RESPONDENTS 53

L-1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUN 2008) 53

L-2 ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS..... 55

L-3 PROPOSAL ACCEPTANCE PERIOD..... 56

L-4 PROPOSAL PREPARATION INSTRUCTIONS..... 56

L-5 COMMUNICATIONS/QUESTIONS/INQUIRIES 58

L-6 PROPOSAL SUBMISSION..... 59

SECTION M – EVALUATION FACTORS FOR AWARD..... 59

 M-1 EVALUATION CRITERIA – FACTORS FOR AWARD 59

 M-2 BASIS FOR AWARD 60

ATTACHMENT 1 61

ATTACHMENT 2 62

ATTACHMENT 3 64

ATTACHMENT 4 65

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 DESCRIPTION OF SERVICES

The Contractor shall perform health and nutrition assessment and counseling services to support the operations of CSOSA in accordance with the requirements specified herein, on a firm-fixed price basis. These services will be provided at the CSOSA Re-Entry and Sanctions Center (RSC) located at 1900 Massachusetts Avenue, SE, Building 17 (Karrick Hall), Washington, DC 20003.

B-2 CONTRACT TYPE

This is a Firm-Fixed Price / Indefinite Delivery, Indefinite Quantity (IDIQ) type of contract with a minimum guarantee.

B-3 ESTIMATED QUANTITIES

The actual quantities required under this contract are unknown. The quantities will vary according to the requirement of the Court Services and Offender Supervision Agency.

B-4 SUPPLIES OR SERVICES AND PRICES / COSTS**NUTRITIONAL SERVICES**

The Contractor shall provide a firm-fixed price for each of the following services identified below. The firm-fixed price provided shall include all costs associated with labor, materials, meetings and reporting requirements as described in the SOW, as well as, all general and administrative expenses and profit associated with your performance.

BASE YEAR: 10/01/2008 THROUGH 09/30/2009

CLIN	DESCRIPTION	COST
0001	Individualized Nutritional Assessments, perform data analyses, prepare detailed reports of assessment results, and develop dietary plans.	\$_____/Per Offender
0002	One-Hour Health and Nutritional Group Counseling Session for offenders/defendants referred by the Government. Prepare and maintain lesson topics.	\$_____/Per Session
0003	Menu Review of Contracted Food Services to include reporting requirements two (2) times per year.	\$_____/Per Review
0004	Meal Service Observations to include reporting requirements. One (1) Meal Service per month.	\$_____/Per Review
0005	Presents findings in Interdisciplinary team (IDT) meetings	\$_____/Per Meeting
0006	Employee Training Sessions two (2) times per year	\$_____/Per Session
0007	Orientation Training Session	\$_____/Per Hour

***Pricing includes all reports that are to be submitted.**

NUTRITIONAL SERVICES

The Contractor shall provide a firm fixed price for each of the following services identified below. The firm-fixed price provided shall include all costs associated with labor, materials, meetings and reporting requirements as described in the SOW, as well as, all general and administrative expenses and profit associated with your performance.

OPTION YEAR ONE: 10/1/2009 THROUGH 09/30/2010

CLIN	DESCRIPTION	COST
1001	Individualized Nutritional Assessments, perform data analyses, prepare detailed reports of assessment results, and develop dietary plans.	\$_____/Per Offender
1002	One-Hour Health and Nutritional Group Counseling Session for offenders/defendants referred by the Government. Prepare and maintain lesson topics.	\$_____/Per Session
1003	Menu Review of Contracted Food Services to include reporting requirements two (2) times per year.	\$_____/Per Review
1004	Meal Service Observations to include reporting requirements. One (1) Meal Service per month.	\$_____/Per Review
1005	Presents findings in Interdisciplinary team (IDT) meetings	\$_____/Per Meeting
1006	Employee Training Sessions two (2) times per year	\$_____/Per Session
1007	Orientation Training Session	\$_____/Per Hour

***Pricing includes all reports that are to be submitted.**

NUTRITIONAL SERVICES

The Contractor shall provide a firm fixed price for each of the following services identified below. The firm-fixed price provided shall include all costs associated with labor, materials, meetings and reporting requirements as described in the SOW, as well as, all general and administrative expenses and profit associated with your performance..

OPTION YEAR TWO: 10/01/2010 THROUGH 09/30/2011

CLIN	DESCRIPTION	COST
2001	Individualized Nutritional Assessments, perform data analyses, prepare detailed reports of assessment results, and develop dietary plans.	\$_____/Per Offender
2002	One-Hour Health and Nutritional Group Counseling Session for offenders/defendants referred by the Government. Prepare and maintain lesson topics.	\$_____/Per Session
2003	Menu Review of Contracted Food Services to include reporting requirements two (2) times per year.	\$_____/Per Review
2004	Meal Service Observations to include reporting requirements. One (1) Meal Service per month.	\$_____/Per Review
2005	Presents findings in Interdisciplinary team (IDT) meetings	\$_____/Per Meeting
2006	Employee Training Sessions two (2) times per year	\$_____/Per Session
2007	Orientation Training Session	\$_____/Per Hour

***Pricing includes all reports that are to be submitted.**

NUTRITIONAL SERVICES

The Contractor shall provide a firm fixed price for each of the following services identified below. The firm-fixed price provided shall include all costs associated with labor, materials, meetings and reporting requirements as described in the SOW, as well as, all general and administrative expenses and profit associated with your performance.

OPTION YEAR THREE: 10/01/2011 THROUGH 09/30/2012

CLIN	DESCRIPTION	COST
3001	Individualized Nutritional Assessments, perform data analyses, prepare detailed reports of assessment results, and develop dietary plans.	\$_____/Per Offender
3002	One-Hour Health and Nutritional Group Counseling Session for offenders/defendants referred by the Government. Prepare and maintain lesson topics.	\$_____/Per Session
3003	Menu Review of Contracted Food Services to include reporting requirements two (2) times per year.	\$_____/Per Review
3004	Meal Service Observations to include reporting requirements. One (1) Meal Service per month.	\$_____/Per Review
3005	Presents findings in Interdisciplinary team (IDT) meetings	\$_____/Per Meeting
3006	Employee Training Sessions two (2) times per year	\$_____/Per Session
3007	Orientation Training Session	\$_____/Per Hour

***Pricing includes all reports that are to be submitted.**

NUTRITIONAL SERVICES

The Contractor shall provide a firm fixed price for each of the following services identified below. The firm-fixed price provided shall include all costs associated with labor, materials, meetings and reporting requirements as described in the SOW, as well as, all general and administrative expenses and profit associated with your performance.

OPTION YEAR FOUR: 10/01/2012 THROUGH 09/30/2013

CLIN	DESCRIPTION	COST
4001	Individualized Nutritional Assessments, perform data analyses, prepare detailed reports of assessment results, and develop dietary plans.	\$_____/Per Offender
4002	One-Hour Health and Nutritional Group Counseling Session for offenders/defendants referred by the Government. Prepare and maintain lesson topics.	\$_____/Per Session
4003	Menu Review of Contracted Food Services to include reporting requirements two (2) times per year.	\$_____/Per Review
4004	Meal Service Observations to include reporting requirements. One (1) Meal Service per month.	\$_____/Per Review
4005	Presents findings in Interdisciplinary team (IDT) meetings	\$_____/Per Meeting
4006	Employee Training Sessions two (2) times per year	\$_____/Per Session
4007	Orientation Training Session	\$_____/Per Hour

***Pricing includes all reports that are to be submitted.**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 AGENCY MISSION

The Court Services and Offender Supervision Agency (CSOSA) was established under Section 11232 of the National Capital Revitalization and Self-Government Improvement Act of 1997 to effectuate the reorganization and transition of functions relating to pretrial services, parole, adult probation and offender supervision in the District of Columbia to a Federal Executive Branch agency. The mission of CSOSA is to increase public safety, prevent crime, reduce recidivism, and support the fair administration of justice in close collaboration with the community.

The CSOSA (hereafter referred to as the Government) has been mandated to provide comprehensive treatment services to persons (hereinafter referred to as offenders/defendants) who have been ordered to undergo such treatment by the courts, either as part of a sentence or pre-sentence, or as a condition of probation or parole. CSOSA is responsible for the supervision of all probationers and parolees held under the authority of any United States or District of Columbia statute, or any other lawful authority and entrusted to the District.

C-2 SCOPE OF WORK

The Contractor shall perform health and nutrition assessment and counseling services to support the operations of CSOSA in accordance with the requirements specified herein, on a firm-fixed price basis. These services will be provided at the CSOSA Re-Entry and Sanctions Center (RSC) located at 1900 Massachusetts Avenue, SE, Building 17 (Karrick Hall), Washington, DC 20003.

C-3 BACKGROUND

CSOSA provides a wide range of substance abuse related services to facilitate the successful re-integration of offenders into the community. These services range from residential treatment readiness services to community based outpatient treatment services. As a part of its holistic approach to treatment services, CSOSA recognizes the importance of proper diet and nutrition to support the addiction recovery process. To accomplish this task, CSOSA seeks to identify a Dietician/Nutritionist to administer individualized nutritional assessments, provide one-hour health and nutritional group counseling sessions, conduct semi-annual menu reviews submitted by the contracted food service provider, and conduct a meal service observation on a monthly basis.

C-4 DESCRIPTION OF DUTIES AND RESPONSIBILITIES

C.4.1 – INDIVIDUALIZED NUTRITIONAL ASSESSMENTS – Individualized nutritional assessments shall be conducted for offender/defendant's of CSOSA's Re-Entry and Sanctions Center (RSC). The RSC is a 28 to 30-day residential program that provides pre-treatment assessment and orientation services that are designed to prepare individuals to enter either a long-term substance abuse treatment continuum, or outpatient treatment services. When fully operational, the RSC will house an estimated 102 individuals per day.

The Contractor shall, upon request, conduct a comprehensive nutritional assessment designed to assess an individual's diet history, daily caloric requirements, and health concerns related to nutrient deficiencies. The outcome of this assessment shall result in the identification of the appropriate nutrient requirements that will enhance the offender/defendant's response to the RSC's medical and clinical interventions.

When warranted, the assessment shall result in the development of alternate dietary plans to account for food allergies, food intolerance, and food preferences (e.g., vegetarianism). The Contractor shall incorporate into dietary plans nutritional factors that are associated with obesity, diabetes, cancer, cardiac conditions, pulmonary conditions, and infection; disease prevention or palliation (e.g., oral health, weight control, substance abuse); and nutritional factors associated with stress, deficiency states, and megavitamin supplementation.

Within three (3) business days of completing the nutritional assessment, the Contractor shall provide the Government with a written report of the assessment findings and recommendations (including any alternate dietary plans).

The quantity of individualized nutritional assessments required will vary and shall be governed by the RSC program census. The Contractor shall be available to provide on-site assessment services. For planning purposes, the Government will provide the Contractor a schedule of required assessment services each Friday for the upcoming week. The Government's requirement for nutritional assessments averages 3 to 5 assessments per week.

C.4.2 – HEALTH AND NUTRITION GROUP COUNSELING SESSIONS – Health and nutrition group counseling shall be conducted for offender/defendant's housed in CSOSA's Re-Entry and Sanctions Center (RSC). The RSC is a 28 to 30-day residential program that provides pre-treatment assessment and orientation services that are designed to prepare individuals to enter a long-term substance abuse treatment continuum. When fully operational, the RSC will house an estimated 102 individuals per day.

The Contractor shall, upon request, conduct group counseling services designed to educate program participants about the importance of maintaining a healthy diet and nutrition program to support the addiction recovery process. Required topics include the impact of nutrition on successful recovery; proper food selection; portion control; and the connection between food selection and various health conditions, including obesity, diabetes, hypertension, and immune system deficiencies.

Within three (3) business days of conducting each group counseling session, the Contractor shall provide the Government with an overview of the topic discussed, and any feedback specific to the topic discussed.

The counseling sessions shall be facilitated for groups ranging in size from 12 to 18 participants and shall not exceed one-hour in length. For planning purposes, the Government will provide the Contractor a schedule of required group counseling services within ten (10) days of contract award. The Government's requirement for health and nutrition group counseling sessions averages 5 sessions per month.

C.4.3 – MENU REVIEW – To support the operations of an effective food services program within the RSC, the Contractor shall conduct a review of the menus submitted by the Government's food services provider twice per year to determine compliance with national, local, and CSOSA requirements.

Upon completion of the review, the Contractor shall prepare a written report that contains, at a minimum, the following information:

Menu Reviews

- Identification of the menus reviewed (i.e., Fall/Winter, Spring/Summer)
- Strengths noted in the menus reviewed
- Deficiencies noted in the menus reviewed (including a reference to the standard that governs the deficiency area)
- Recommendations and a corrective action plan for remedying any identified menu deficiencies

Each written report must be submitted to the Government no later than five (5) business days following the review.

C.4.4 – MEAL SERVICE OBSERVATION – The Contractor shall conduct one (1) meal service observation per month. Meal service observations are designed to assess the food service provider's level of adherence to national, local and CSOSA standards. Specifically, meal service observations must include temperature verification; portion size assessments; verification of adherence to dietary allowances (including nutritional balance and caloric content); and overall presentation. The Contractor must observe at least one breakfast serving, one lunch serving, and one dinner serving on three different dates per Quarter. The Government shall propose a schedule for these reviews at time of award.

Upon completion of the meal service observation, the Contractor shall prepare a written report that contains, at a minimum, the following information:

Meal Service Observations

- Identification of the meals observed, including dates and times (i.e., Breakfast meal service, January 3, 2008, 7:00 am)
- Specific listing of the meal contents
- Strengths noted in the meal service process
- Deficiencies noted in the meal service process (including a reference to the standard that governs the deficiency area)
- Recommendations and a corrective action plan for remedying any identified menu deficiencies (including the party responsible for remedying the deficiency, i.e., CSOSA staff or food service provider staff)

Each written report must be submitted to the Government no later than five (5) business days following the review.

If the Contractor identifies deficiencies that place the health or safety of RSC offender/defendant's in imminent danger (i.e., serving of spoiled food, serving of food at improper temperatures), the Contractor shall verbally notify the COTR or designated RSC staff member within one hour and report the deficiencies in writing to the COTR within twenty-four (24) hours.

C.4.5 – INTERDISCIPLINARY TEAM (IDT) MEETINGS – The Contractor may be directed by the COTR to participate in IDT meetings to orally present assessment findings and/or discuss specific offender/defendant's progress in meeting therapeutic goals. The Contractor or Contractor personnel shall provide professional input for cases presented to the interdisciplinary team. IDT meetings are held once per week on each RSC Unit and are one (1) to two (2) hours in duration. The Government's estimated need for IDT meeting attendance is approximately two (2) meetings per month.

C.4.6 – EMPLOYEE TRAINING – The Contractor shall provide in-service training to newly hired RSC employees in accordance with a schedule provided by the Government. The training shall consist of general information related to the importance of nutrition and diet during the recovery process and shall not exceed two (2) hours in duration.

The Government's requirement for training services shall not exceed two (2) training sessions per contract year.

C.4.7 – ORIENTATION TRAINING – All Contractor personnel shall attend pre-employment and annual training provided by the Government that addresses the safe, secure, and orderly operations of the facility. The training generally involves a minimum of two (2) training sessions ranging in length from two (2) to three (3) hours per session, per year. The Contractor shall be reimbursed on an hourly basis.

C.4.8 – COMMUNICATION WITH FOOD SERVICE PROVIDERS; DISCLOSURE OF REVIEW AND OBSERVATION RESULTS – The Contractor is expressly prohibited from initiating contact with any CSOSA-funded food service provider without prior written consent from the Government.

The Contractor is expressly prohibited from disclosing the results of any assessment, group counseling session, menu review, or meal service observation to any party other than the Contracting Officer (CO) or COTR. When necessary, the Contracting Officer or the COTR will ensure delivery of appropriate documents to the affected service providers.

All contact with food service providers must be made in the presence of the Contracting Officer or the COTR.

C.4.9 – DISCLOSURE OF CSOSA DATA – All data furnished, produced, or otherwise available to the Contractor during the performance of this contract is considered confidential business information and shall not be used for purposes other than performance of work under this contract. The Contractor shall not release such data without prior written consent of the Contracting Officer or the COTR. Any presentation of the data or any reports based on the data obtained from this contract will be subject to review and approval by CSOSA's

Associate Director for Community Justice Programs or his designee, before publication or dissemination by the Contractor.

The Contractor shall comply with all CSOSA operational procedures and policies, the Health Insurance Portability and Accountability Act (HIPAA), and all other relevant privacy regulations.

C-5 SERVICE REQUIREMENTS

The Contractor shall provide services in compliance with all federal and local regulations and professional standards that relate to the provision of dietary assessments, and nutritional counseling.

The Contractor shall comply with relevant standards as defined by the American Dietetic Association (ADA); American Correctional Association (Adult Community Residential Services, 4th edition), the Commission on Accreditation of Rehabilitation Facilities (CARF), and the American Society of Addiction Medicine (ASAM).

C-6 GENERAL PERSONNEL REQUIREMENTS

The Contractor shall ensure that the personnel performing services under this contract are professionally qualified and personally reliable. Contractor personnel shall:

1. Be a citizen of the United States of America or be otherwise lawfully permitted to reside in the United States and possess a valid work permit.
2. Be at least 21 years of age and must be physically capable of standing for extended periods of time and able to withstand the physical demands of the job.
3. Be able to clear the Government's background investigation. (See Section H-11).
4. Be able to speak, read, and write the English language fluently.
5. Have the requisite educational and professional experience outlined for the positions in section C.7.
6. The Contractor shall follow state, county and local requirements for dietician licensing, and all other applicable regulations regarding dietician/nutritionist services. The Contractor shall maintain certification from the Commission on Dietetic Registration as a registered dietitian and licensure from a State, the District of Columbia, the Commonwealth of Puerto Rico, or Territory of the United States.
7. Certification and licensure from the ADA/CDR and state licensing agency shall be maintained throughout the contract period of performance and the Contractor shall comply with any subsequent revisions or additions to the certification standards for registered dietitians/nutritionists.
8. All Contractor personnel shall display a distinctive identification badge provided by the Government at all times while performing work under this contract.
9. Submit to pre-employment, random and reasonable suspicion drug testing by the Government. All contract personnel shall be drug-free before being hired to perform services and shall remain drug-free throughout the provision of services under this contract.

C-7 SPECIALIZED PERSONNEL REQUIREMENTS

1. The Contractor personnel assigned to perform work under this contract shall possess:
 - (i) Bachelor's Degree in nutrition education, health promotion, or community nutrition from a school accredited by the Commission on Accreditation for Dietetics Education (CADE) of the American Dietetic Association (ADA) or a similar accrediting body;
 - (ii) Licensure as a Registered Dietician from the Commission on Dietetic Registration (CDR) of the American Dietetic Association;
 - (iii) Valid, unrestricted license/certification to practice as a dietician/nutritionist in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands;
 - (iv) at least five calendar years of verifiable work experience as a Licensed Dietician/Nutritionist.
2. All Contractor personnel shall provide the Contracting Officer and Contracting Officer's Technical Representative (COTR) with a copy of his/her degree, licensure, and prior work history with the contract proposal and upon request during performance of the contract.

3. The Contractor shall maintain current American Red Cross (or equivalent) certification in Cardio Pulmonary Resuscitation (CPR). A copy of this certification shall be submitted with the contract proposal and upon request during the performance of the contract.
4. While on duty, the Contractor shall not advise, recommend or suggest to the RSC offenders/defendants or RSC employees that such individuals should receive services from the Contractor when he or she is not on duty, or from a partner or group associated in practice with the Contractor, except with the express written consent of the COTR.
5. All Contractor personnel shall maintain an awareness or accountability for his/her own professional practice.
6. The Contractor is not prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the Contractor is required to render services under this contract. The Contractor shall make no use of Government facilities or property in connection with other such employment.
7. There are no provisions for leave (annual, holiday, travel or sick) for Contractor personnel under this contract.

C-8 ACCESS TO CSOSA EQUIPMENT

Onsite at the RSC, the Government shall provide the Contractor with access to an office and standard office equipment, including a computer and photocopying equipment. The Contractor shall not use the Government's resources for non-CSOSA business.

C-9 PHYSICAL STANDARDS

1. **Physical Fitness** – The Contractor shall encourage contract personnel assigned in the performance of this contract to maintain a fitness program. Physical well-being will ensure personnel are able to tolerate the stress level associated with the position and are physically fit to respond to emergencies.
2. **Communicable Disease/TB Testing** – The Contractor shall ensure that all contract personnel assigned to the RSC are tested annually for Tuberculosis using Purified Protein Derivative (PPD) tuberculin test. Results of all tests shall be provided to the Government upon contract award and each subsequent year, upon request. The Contractor shall provide the test results of contractor personnel assigned to RSC within 10 days of the contract award. The Government encourages the Contractor to require its personnel to maintain current immunizations (i.e., influenza, hepatitis, tetanus, etc.). The Contractor shall remove from performance under this contract any of its staff members that are found or suspected to be suffering from a communicable disease, disorder, or respiratory problem.

C-10 DRUG TESTING REQUIREMENTS

All Contractor personnel assigned to this contract will be subject to pre-employment, random and reasonable suspicion drug tests by the Government. Personnel placement shall be contingent upon successful completion of the background investigation, drug testing and tuberculosis (PPD) testing requirements. All contract personnel shall sign the "Consent to Release Information Form" (**Attachment 3**) that authorizes the Government to obtain the results from their drug and PPD tests, as a condition of assignment to the contract. **An individual assigned to this contract or an applicant that has a verified positive drug and/or tuberculosis test, refuses to be tested, attempts to alter or substitute the specimen, fails to appear for testing without an approved deferral, which constitutes refusal to test; or refuses to sign the "Consent to Release Information," form shall be immediately removed and/or disqualified from providing services under the contract.**

C-11 CONTRACTOR PERFORMANCE STANDARDS

(a) General:

A minimum standard of performance is set forth below to provide guidance for Contractor personnel in maintaining suitability to perform services within the Re-entry and Sanctions Center Program.

(b) Standards of Conduct

In the performance of duties, Contractor personnel shall adhere to the standards of conduct and performance standards set forth in 41 CFR 101-20 (made part of this contract by reference).

1. Be courteous and demonstrate good manners toward all Government employees, offenders/defendants and the public.
2. Maintain a respectful and helpful attitude in all endeavors.
3. Maintain a neat, clean, and businesslike appearance and comply with dress standards while on duty. All clothing shall be free of visible dirt and stains and shall fit correctly.
4. Report to work physically fit and mentally alert. Contractor personnel feeling otherwise shall make appropriate notification to the COTR and the RSC's Deputy Director or designee and request necessary relief or instructions.
5. Report any circumstances that may adversely affect performance on a particular assignment to the COTR and the RSC's Deputy Director or designee, before performing the assignment.
6. If Contractor personnel assigned to this contract should become detained or aware that they are under investigation, by any federal, state or local agency, for any legal or ethical violation, they must report this to the COTR, no later than the next working day.
7. Not engage in discussions concerning CSOSA internal matters, policies, grievances, or personalities; nor discussions of financial, personal, or family matters with CSOSA employees, family members, the public, or any known associate of the above; nor entertain, socialize, or enter into the business arrangements with, nor give legal advice or grant special favors to, CSOSA employees, offenders, family members, and friends of the above.
8. Not possess narcotics, dangerous drugs, controlled substances, or marijuana either on or off duty. Abstain from the consumption and possession of alcoholic beverages while on duty. Not report for duty or work under the influence of intoxicants or drugs. Do not report for duty or work under any condition that impairs the ability to perform as expected.
9. Not accept or solicit gifts, favors, or bribes in connection with official duties.
10. Not allow Government employees, offenders, or their family members and friends into their home or living quarters (temporary or permanent).
11. Not visit the duty site during non-duty hours or allow family members and friends to visit the duty site or other operational areas.
12. Not gamble or enter into games of chance with offenders or Government employees. Not gamble or unlawfully bet or promote gambling on Government owned or leased premises.
13. Not disclose any official information, except to the Contracting Officer or the COTR, or make any news or press releases. Press inquiries must be brought to the attention of the COTR. This does not prohibit protected whistle blowing activities or protected union activities.
14. Refrain from discussions concerning duty assignment, particularly manpower, security precautions, or procedures, except with those persons having a need to know.
15. Comply with applicable laws both on and off duty.
16. Not knowingly give false or misleading statements or conceal material facts in connection with employment, promotion, travel voucher, any record, investigation, or other proper proceeding.
17. Not discriminate against or sexually harass members of the public, the Judiciary, other employees or engage in any prohibited personnel practices.
18. Ensure that financial obligations are met.
19. Not use official identification for other than official purposes.
20. Abide by all ethical standards of CSOSA regarding conflict of interest, outside activities, gifts and use of federal property. Not accept or solicit gifts, favors, or bribes in connection with official duties.
21. Not bid on or purchase in any manner, directly or through an agent, any property being offered for sale by CSOSA or by others serving on behalf of CSOSA.

22. Refrain from any activity that would adversely affect the reputation of CSOSA.
23. Avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities. This does not apply to immediate family members so long as notification is made to the Office of Security. It is the responsibility of the Contractor to report any relationship (to include friendships, family relationships (i.e. relatives), spouses/cohabitants, parental relationships, etc.) with a known offender /defendant immediately to Contracting Officer or COTR.
24. Avoid any criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct; habitual use of intoxicants to excess or non-prescription drugs.
25. Always demonstrate the highest standards of personal and moral conduct normally expected of law enforcement officers.
26. Not operate a Government vehicle, or any other vehicle while on Government business, in an improper manner or under the influence of intoxicants or drugs.
27. Not misuse official authority, credentials, communications equipment, or weapon(s).
28. Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.
29. Report violations of prescribed rules, regulations and any violations of statute or law to appropriate supervisor and/or the COTR.
30. Not violate security procedures or regulations.
31. Not close or desert the therapeutic session prior to scheduled closure unless directed to do so or permission is received from the Re-entry and Sanctions Center Deputy Director or designee.
32. Always perform assignments in accordance with prescribed regulations to the best of personal ability and in accordance with safe and secure working procedures and practices.
33. Do not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for the dietician/nutritional services.
34. Do not possess, use, lose, damage, or otherwise take Government property or the property of others without authorization of the COTR.
35. Conduct only official business on Government property.
36. Refrain from neglecting duties. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the dietician/nutritional services.
37. Refrain from use of abusive or offensive language, quarreling, intimidation by words, actions, fighting and participation in disruptive activities that interfere with normal and efficient Government operations.
38. Contractor personnel shall only answer and make official business calls on telephones located at official posts.

C-12 WORK RESTRICTIONS

- (a) The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall take such disciplinary action against its employee as may be necessary. All Contractor personnel are expected to adhere to standards of conduct that reflect credit on themselves, their employer, CSOSA, and the Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the performance standards and the Contractor shall initiate immediate action to replace that employee to maintain continuity of services at no additional cost to the Government.
- (b) Contractor personnel shall not consume alcoholic substances on duty or a minimum of eight hours prior to reporting for duty.
- (c) Contractor personnel assigned to this contract shall not consume any controlled substances as defined in schedules I through V of section 202 of the Controlled Substances Act, 21, U.S.C. 812. The Contractor shall ensure that contract personnel taking any medication are capable of performing the requirements of the statement of work.

C-13 UNFORSEEN CLOSURES AND WORK STOPPAGE**Government Closures**

Uncontrollable or unforeseeable circumstances such as acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, inclement weather, special Federal or ceremonial events, may cause the Government to close. Under such circumstances, the Government will not pay for unworked hours.

Work Stoppage

The Contractor shall prepare and maintain a current contingency plan to ensure continuity of services should unforeseen circumstances occur, such as employee work actions or strikes. The plan must be available for the Government's review with 14 days of the contract award.

C-14 CONTRACTOR'S CONTINUING RESPONSIBILITY TO PROVIDE SUITABLE STAFF

1. The Contractor shall hire employees needed to meet the requirements of this contract by commencement of contract performance.
2. The Contractor shall take all necessary steps to assure that the staff assigned to this contract are:
 - (i) professionally and personally reliable,
 - (ii) of reputable background and sound character, and
 - (iii) meet the training, experience, and licensure requirements stipulated herein.

The Contractor shall have the continuing responsibility to assure that all personnel remain suitable in all respects, meeting all CSOSA standards of suitability, including but not limited to conduct, work performance, and medical requirements. The fact that the Government performs background investigations shall not in any manner relieve the Contractor of its responsibility to assure that all staff remain reliable and of reputable background and sound character. The Contractor's failure to meet the criteria noted or any requirements of the Contract relating to the staff's suitability may constitute nonperformance. The Contractor shall immediately notify the COTR and the Contracting Officer of any known or suspected violations.

3. If clinical privileges or licensing have been suspended pending an investigation into questions of professional ethics or conduct, the Contractor shall immediately notify the COTR and Contracting Officer. The Government reserves the right to suspend performance of this contract until the clinical privileges or licensing are reinstated.
4. The Contracting Officer will notify the Contractor, in writing, regarding Contractor nonperformance due to unsuitability or any other deficiency.

C-15 PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES

- (a) The performance of personal services under this contract is strictly prohibited.
- (b) Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulations (FAR).
- (c) The Government and the Contractor understand and agree that the support services to be delivered under this contract are non-personal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is therefore, in the interest of the Government to afford the parties a full and complete understanding of their respective obligations.
- (d) Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.

(2) Be placed in a Federal staff or policy making position.

(3) Be placed in a position of supervision, direction, or evaluation over CSOSA personnel, or personnel of other Contractors, or become a part of a government organization.

(e) Employee Relationship

(1) The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government.

(2) Rules, regulations, direction, and requirements which are issued by CSOSA Management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

(3) The Contractor shall immediately advise the Contracting Officer if the Contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

(f) Contractor Management Responsibility

The Contractor shall appoint a supervisor/manager who will be the Contractor's authorized representative for technical and administrative performance of all services required hereunder. The supervisor shall provide the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow. The supervisor shall receive and execute, on behalf of the Contractor, such technical direction as the COTR may issue within the terms and conditions of the contract. All administrative support of Contractor technical personnel required to fulfill the tasks assigned under this contract shall be the responsibility of the Contractor. The Contractor will not be paid for performance of personal services.

C-16 ADMINISTRATION OF CONTRACT

Contract Monitoring – CSOSA and Community Justice Program (CJP) staff will monitor the Contractor's performance, via on-site visits, telephone contact, or review of the paperwork submitted by the Contractor. The monitoring of a Contractor's performance is a continuous, routine process, and is not limited to formal monitoring visits. The purpose of the monitoring is to ensure the Contractor is in compliance with contract requirements, and that fraud, waste, abuse, mismanagement, and illegal acts are prevented.

CSOSA staff and its representatives, have the right at all reasonable times to inspect, monitor, or evaluate the work the Contractor has performed or is performing under contract.

CSOSA staff may conduct on-site reviews, without prior notice to include a review of client case files, all clinical notes, and all financial records pertaining to Contractor's performance.

Contractors will receive a monitoring report addressed to their authorized representative. The monitoring report requires a response to the areas found to be non-compliant (deficiencies) within 30 days of receipt, unless the issue(s) warrants a more immediate response. The Contractor's response must include a plan, with acceptable timetables, to correct the deficiencies identified. The monitoring is considered closed when CSOSA staff sends a written response indicating the monitoring is closed and all corrections or plans are acceptable.

If the Contractor is found to be non-compliant in an area prior to or between an official monitoring period, CSOSA staff will address all issues in writing to the Contractor. The Contractor must respond in the same manner as outlined above.

Repeat Deficiencies – If the Contractor receives a repeat deficiency, a response to CSOSA staff, with a copy to the contracting officer, specifically addressing the repeat deficiency is due no later than five calendar days after receipt of the report. The response must describe the measure and internal controls to be implemented ensuring the problem will

not occur again. Additionally, the Contractor must explain why the problem was not corrected after the prior monitoring.

Contractor Evaluation Form (CEF)– CSOSA staff will complete an evaluation form (**Attachment 1**) for the contract at the end of each 12 month performance period (i.e., the contract was awarded on October 1, 2007, the evaluation form is due within 30 days of October 1, 2008). The evaluation form transmits a rating based on an assessment of the Contractor’s performance, indicating both positive and negative attributes, which have already been communicated to the Contractor during the rating period through monitoring reports, memorandums, telephone contact, etc.

CSOSA staff will assess the Contractor’s performance in three areas:

Nutritional Services – timeliness in conducting intake screenings and/or assessments, quality of counseling services, quality of treatment related documents (i.e., assessments, treatment plans, monthly progress reports), ability to deliver services compatible to CSOSA’s philosophy and approach, and adherence in providing the type and frequency of services as directed by CSOSA.

Communication – flexibility, pro-activeness, professionalism, and cooperation in their relationships with CSOSA staff, compliance in reporting accountability issues, behavior concerns, and staffing difficult cases timely with CSOSA staff.

Administration – accuracy and timeliness of bill submissions, maintenance of treatment files, responsiveness to requests and technical direction as provided by CSOSA staff, compliance with licensure and certification requirements of all staff providing services, and participation in CSOSA Contractor training events.

A rating is determined as follows:

Excellent – The Contractor has consistently exceeded the terms and conditions of the contract. Improvements are not necessary.

Good – There are few, if any, problems with the Contractor’s performance. The Contractor is generally operating within the terms and conditions of the contract. Only minor improvements are necessary.

Fair – There are significant problem(s) with the Contractor’s compliance with the contract requirements. However, the Contractor is responsive to the CSOSA and applies corrective measures within specified time frames. Several improvements are on-going.

Poor – There is a major problem(s) with the Contractor’s performance. The Contractor has been notified in writing as to the problem areas and given a specific time frame in which to remedy the situation. The Contractor is marginally responsive.

Unsatisfactory – There is a major problem(s) with the Contractor’s performance which the Contractor has not remedied, cannot remedy, or refuses to remedy. The Contractor is not performing in accordance with the terms and conditions of the contract. The contract should not continue.

The rating is derived from Contractor performance in the areas of nutritional services, communication, and administration. This results in an overall rating of excellent, good, fair, poor, or unsatisfactory.

Upon receipt, the Contractor must acknowledge receiving the CEF by signing the form and returning it within 30 calendar days from receipt. The Contractor may provide comments regarding the rating received by attaching those comments to the form.

If the Contractor appeals the rating, a supervisory contracting officer will review the CEF and the Contractor’s rebuttal comments. A final decision will be made by the supervisory contracting officer.

SECTION D - PACKAGING AND MARKING**D-1 MARKING**

All required deliverables (reports, communications hereunder shall be in accordance with commercial practice and adequate to insure acceptance and secure arrival at destination. The preferred submission method for which reports are submitted shall be coordinated with the COTR. Delivery fees associated with performance of this contract is the responsibility of the Contractor.

The Contractor shall ensure that all reports, invoices, and official correspondence submitted to the Contracting Officer or the Contracting Officer's Technical Representative clearly indicate the contract number and task order number, if applicable, for which the information is being submitted.

SECTION E- INSPECTION AND ACCEPTANCE**E-1 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)**

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

E-2 INSPECTION AND ACCEPTANCE

Services: Inspection, acceptance and evaluation of services to be furnished will be performed by the COTR. The Government will conduct any inspection and tests deemed reasonably necessary to assure that the services provided conform with all respects to the contract specifications. Services, which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected by the COTR and a notice of such rejection will be provided to the Contractor by the Contracting Officer.

SECTION F - DELIVERIES OR PERFORMANCE

F-1 PERIOD OF PERFORMANCE

(a) Under this contract, the Base Period of Performance shall be from the date of award (see Block 3 of SF1449) and shall continue through September 30, 2008. For the purpose of this contract, "contract award" is defined as the date upon which the award document is signed by the Contracting Officer.

(b) The Government reserves the right to unilaterally exercise each of the four (4) one-year option periods, but is not obligated to do so. If exercised, each Option Period of Performance will be for one (1) year.

(c) The anticipated performance start date (effective date) is April 1, 2008. This contract consists of a base year and four (4) one-year options. The performance period for this contract is as follows:

BASE YEAR	October 1, 2008 – September 30, 2009
OPTION YEAR 1	October 1, 2009 – September 30, 2010
OPTION YEAR 2	October 1, 2010 – September 30, 2011
OPTION YEAR 3	October 1, 2011 – September 30, 2012
OPTION YEAR 4	October 1, 2012 – September 30, 2013

F-2 PLACE OF PERFORMANCE

The place of performance under this contract is the CSOSA Re-entry and Sanctions Center, 1900 Massachusetts Avenue, SE, Building 17 (Karrick Hall), Washington, DC 20003.

F-3 DELIVERABLES

All deliverables specified in Section C shall be made F.O.B. destination to the COTR assigned to this Contract.

F-4 EMERGENCIES

In the event of unforeseen emergency circumstances such as natural disasters, acts of God, or any other major business interruptions, the Contractor shall immediately notify the COTR or Contracting Officer.

F-5 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR designated in Section G, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F-6 52.242-15 STOP-WORK ORDER (AUG 1989)

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

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

- (a) ***Contracting Officer:*** The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.
- (b) ***Contracting Officer's Technical Representative (COTR):*** The Contracting Officer will appoint individuals to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a Contracting Officer's Technical Representative (COTR), with a copy to the Contractor. An individual designated as a COTR is authorized to perform the following functions and those functions in accordance with COTR appointment letter:
 - (1) Coordinate the technical aspects of this contract and inspect all required services.
 - (2) Certify, accept and reject invoices deemed improper for payment for the services and/or supplies rendered and allowed under the terms and conditions of this contract.

G-2 CONTRACT ADMINISTRATION

- (a) This contract will be administered by:

Carrie L. Cross, Contracting Officer
 Court Services and Offender Supervision Agency (CSOSA)
 Office of Procurement
 633 Indiana Avenue, NW, Suite 880
 Washington, DC 20004
 Phone: 202-220-5729
 Fax: 202-220-5711
 E-mail: Carrie.Cross@csosa.gov

However, any Contracting Officer assigned to CSOSA, and acting within his/her authority, may take formal action when contract administration is required and the primary Contracting Officer is unavailable.

- (b) Written communications shall make reference to the contract number and shall be mailed to the above address. Only the Contracting Officer, or authorized representative acting within the limits of authority as defined by the Contracting Officer's appointment letter, may direct the contractor and/or obligate the Government. No order, statement or conduct by Government personnel who visit the contractor's facility, or communicate with the contractor personnel during contract performance, shall constitute a change to the contract, unless such change is authorized by the Contracting Officer.
- (c) Any actions taken by the Contractor outside the terms and conditions of this contract shall be deemed to have been at the Contractor's convenience and therefore shall not obligate the Government to pay the Contractor for those efforts.

G-3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) Upon award, the Contracting Officer will designate a Contracting Officer's Technical Representative (COTR) to coordinate the technical aspects of this contract and to inspect and accept services furnished hereunder; however, this individual shall not be authorized to: change any expressed terms, conditions, or specifications of the contract; increase or decrease the total contract pricing; or interfere with the Contractor's right to perform the terms and conditions of the contract.
- (b) The COTR is authorized to certify, reject, or deny invoices for payment in accordance with Section G.4. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.
- (c) The COTR will function as a liaison between the Contractor and the Government. The presence or absence of the COTR shall not be deemed to relieve the Contractor from any requirements under this contract.

G-4 INVOICING REQUIREMENTS

(a) Invoices shall be submitted on a timely basis upon the completion of all services or the delivery of all items required by the contract or order. For contracts or orders requiring services or the delivery of items over several months, the contractor shall invoice on a monthly basis. CSOSA does not accept bi-monthly invoices. All official hard copy invoices for payment shall be submitted only to the address below:

**CSOSA, Office of Financial Management
633 Indiana Ave, NW, Room 850
Washington DC 20004-2902**

- (b) The contractor may also submit an official invoice via electronic email to the following email address:

Invoices.mailbox@csosa.gov

- (c) The following information must be contained on the invoice:

- (1) Contractor Tax Identification Number
- (2) Contractor Mailing Address
- (3) Contractor Phone Number (if case of questions)
- (4) Date of Invoice
- (5) Contractor Invoice Number
- (6) CSOSA Contract / Order Number (*important*)

(d) The contractor must submit a separate invoice for every CSOSA contract / Order Number. The invoice must identify the specific Contract Line Item Number (CLIN) or item number for which the contractor is seeking payment under the contract or order. If the invoice covers multiple CLIN or item numbers, the invoice must identify specific amounts and activity applicable to each.

(e) CSOSA is bound by the Prompt Payment Act (5 CFR Part 1315) to reimburse vendors **on the 30th calendar day after a proper and valid** invoice is received by the Agency. Invoices submitted to an incorrect location or lacking required information are not considered proper. If the invoice is disputed / rejected by CSOSA, the Contracting Officer Technical Representative (COTR) appointed to the contract or order will notify the contractor of the dispute within 7 days of the invoice receipt date. The COTR's dispute / rejection notice will identify the specific invoice items and amounts being disputed, reason the items or amounts are disputed, a reference to the specific terms of the contract which supports the government's dispute and a request for an immediate explanation and / or corrected invoice. Properly disputed invoice amounts are not subject to late payment interest computations during the period of dispute.

(f) Contractor inquiries concerning an invoice payment may be made thirty (30) calendar days after a proper invoice has been submitted. The contractor may make payment inquiries to the email address identified above in paragraph (b) or to 202-220-5714.

G-6 ELECTRONIC PAYMENT

(a) Payment will be made via electronic transfer of funds. Therefore, at time of award, the Contractor shall complete the ACH Vendor/ Miscellaneous Payment Enrollment Form.

(b) Method of Payment

- (1) Payments under this contract will be made by the Government by Electronic Funds Transfer (EFT) through the Automated Clearing House (ACH), unless it is determined that other payment methods are more advantageous. If the Contractor declines use of EFT, the Contractor must submit to the Contracting Officer a written statement citing the reasons for such. The Government reserves the right to mandate payment by EFT, if the reasons provided are not acceptable to the government.
- (2) By no later than 14 days before an invoice of contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer utilizing Standard Form (SF) 3881, Payment Information Form – ACH Vendor Payment System, as directed by the Contracting Officer.
- (3) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using Electronic Funds Transfer procedures, a revised SF-3881 must be received by the Contracting Officer at least 30 days prior to the date such change is to become effective.
- (4) The documents furnishing the information required in this clause must be dated and contain the signature, title and telephone number of the Contractor Official authorized to provide it, as well as the Contractor's name and contract number.
- (5) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

This is a Firm-Fixed Price / Indefinite Delivery, Indefinite Quantity (IDIQ) type of contract with Minimum and Maximum Quantities/Amounts. Actual quantities under this contract are unknown.

H-2 MINIMUM AND MAXIMUM QUANTITIES/AMOUNTS

1. **GUARANTEED MINIMUM:** The Government guarantees that the minimum of **5 OFFENDERS** will be referred for services under this contract. This amount applies to the Base Year period of performance ONLY.

2. **GUARANTEED MAXIMUM:** The Government makes no guarantee regarding the maximum number of clients that will be referred under this contract.

H-3 ORDERING PROCEDURES

Nutritional Assessments and IDT Meetings – All orders will be delivered, in writing, by the COTR (or designated RSC Staff member) to the Contractor a minimum of one (1) business day before services are to be rendered.

Group Counseling Services, Menu Reviews, and Meal Service Observations – Upon award, the RSC shall provide a written schedule of required services.

H-4 INDEMNIFICATION

(a) Hold Harmless and Indemnification Agreement

The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability-producing acts or omissions by its employees or agents. Specifically, the Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor equipment or property or property owned by a third party occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

(b) Government Liability

The Government shall not be liable for any injury or damages to the Contractor's or subcontractor's personnel or damage to the Contractor's or subcontractor's equipment or property resulting from the delivery of Services under this contract unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

H-5 CONFIDENTIALITY

(a) The Contractor shall not reveal, divulge, or disseminate any oral or written information obtained as a result of execution of this contract or performance of work hereunder. The Contractor and contract personnel shall comply with all the requirements of the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA) regulations and the requirements of 42 CFR part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), D.C. Office Code §7-1201.01 (D.C. Mental Health Information Act), D.C. Official Code § 7-302, and D.C. Official Code §7-1605 (HIV/AIDS/Cancer Confidentiality).

(b) All security and personnel records are strictly confidential. Improper disclosure of information is a violation of the Privacy Act.

H-6 CONFLICTS OF INTEREST

Due to the nature of the roles and responsibilities expected and entrusted to the contractor in performing this contract, the potential for a conflict of interest exists. The contractor shall have a written policy to prevent conflicts of interest that specifically states that no contractor's employee may use his or her official position working with CSOSA offenders to secure privileges or advantages in the facility or in the community.

The contractor shall require its employees to conduct themselves professionally and in a manner that creates and maintains respect for CSOSA and the U.S. Government.

The contractor shall require its employees to uphold all ethical rules governing their professions, including complying with applicable licensing authority rules, unless they conflict with legal laws.

H-7 OTHER CONTRACT RESTRICTIONS

The Contractor, including its personnel, must not represent themselves as Court Services and Offender Supervision Agency employees nor must the Contractor, use, apply, or duplicate Court Services and Offender Supervision Agency's badges, seal, logos, on any supply, including the company's stationary and business cards, equipment, materials, company gear or any other thing not mentioned herein.

H-8 PERMITS AND LICENSES

In the performance of work hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, State, or local government, or subdivisions thereof, or of any other duly constituted public authority. Further, the Contractor shall obey and abide by all applicable laws and ordinances.

H-9 PUBLICITY

Publicity releases, including media interviews, in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

H-10 PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

The Contractor is required to comply with all Federal, State, and Local Laws and Regulations that govern the privacy and protection of personal identifiable information. For the purpose of this contract, the entire client file and reports transmitted to the Agency are subject to the Privacy Act of 1974 (See FAR 52.224-1 and FAR 52.224-2), Freedom of Information Act, the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA) regulations and the requirements of 42 CFR part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), D.C. Office Code §7-1201.01 (D.C. Mental Health Information Act), D.C. Official Code § 7-302, and D.C. Official Code §7-1605 (HIV/AIDS/Cancer Confidentiality), and 45 CFR Parts 160 and 164. Terms used herein shall have the same meaning as terms defined in 45 CFR 160.103, 164.103, 164.304 and 164.501.

In accordance with 45 CFR Parts 160 and 164, the Contractor agrees as follows:

- (a) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.
- (b) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract. The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Government.
- (c) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

- (d) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract. The Contractor agrees to report to the Government any security incident of which it becomes aware.
- (f) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information, in any format, that it creates, receives, maintains, or transmits on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
- (g) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (h) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.
- (i) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, in a time and manner designated by the Government, for purposes of the determining the Government's compliance with the Privacy Rule.
- (j) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

Specific Use and Disclosure Provisions

- (a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- (b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

- (a) Upon request, the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

Termination:

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below.

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

H-11 SECURITY REQUIREMENTS

The Contractor agrees to adhere to all regulations prescribed by the Government in regards to the safety and security of staff and offenders/defendants.

The Contractor shall ensure that an individual does not begin work under the contract until the appropriate background checks are conducted and approved by the Director of Security. The Office of Security must conduct preliminary background checks. When a preliminary background check on an individual has been determined to be favorable, the Office of Security will issue an interim employment security approval and the Contractor will be notified. Only at that time may the Contractor notify an individual to begin work under this contract.

It is the responsibility of the Contractor, in order to ensure complete coverage for the services specified herein, to maintain an adequate staff to meet all of the requirements of this contract.

The Contractor will ensure that each individual provides the following forms to the Office of Procurement 5 business days after award.

All individuals assigned to this contract must complete a background investigation package provided by the Government that includes but is not limited to the items identified below. The individual is required to return the forms to the Contracting Officer or authorized representative within the specified time frames. The following forms will be provided and must be completed:

- SF-85P, Questionnaire for Public Trust Positions
- CSOSA credit release
- OF 306, Declaration for Federal Employment
- FD 258, Fingerprint Cards
- PIV Form (Completed by Procurement/Program Office)

Contractor personnel shall wear or display CSOSA issued identification at all times when performing work at a CSOSA facility. In addition, all Contractor personnel utilized under this award shall submit to a Government background investigation prior to performing. The intent and purpose of the background investigation is to preclude the assignment of any individual who poses a threat to the Government or successful work completion due to past unlawful or inappropriate behavior. Contractor employees must be U.S. citizens, or be lawfully permitted to reside in the United States and possess a valid work permit.

The Contractor shall ensure that a Contractor employee does not begin work until the appropriate background checks are conducted and approved by the CSOSA Office of Security. When a preliminary background check on an individual has been determined to be favorable, the Office of Security will issue an interim employment security approval to the Office of Procurement, who in turn will notify the Contractor. Only at that time may the Contractor notify an individual to begin work under this contract.

Derogatory information, falsification of any forms or refusal to supply information and/or forms may be considered justification to reject the individual. CSOSA has the right to request any additional information necessary in order to adjudicate the completed background investigation. If a contract employee fails to provide any of the above information or cooperate with the CSOSA Office of Security he/she will be removed immediately.

If an individual is terminated, resigns or for any other reason is no longer on the contract, the Contractor shall ensure that all previously issued Government equipment and material is retrieved from that individual and returned to the Office of Security within three (3) business days. The Contractor must notify the Office of Security, not later than the next business day that the individual is no longer working on the contract. In addition, by the next business day the Contractor will identify a replacement and provide the individual with the appropriate security forms so that the Office of Security can run the necessary security checks in order to grant an interim security approval. Once the interim security approval is granted by the Office of Security the individual can begin work under this contract.

The Contractor shall ensure that no Contractor employee commences performance prior to completion of the requisite investigation, unless the Office of Security grants approval.

Any individual who has been temporarily removed or resigned may be required to undergo another background investigation before resuming any position.

By responding to the Government's solicitation, the Contractor agrees to provide the requested information and cooperate with the above listed procedures. A Contractor who does not pass the security clearances will be unable to perform services under this contract. The final determination and completion of the security investigation procedures will be made at the sole discretion of the Government. Any contractor deemed not suitable by the Government's requirements will be denied access to perform services under the contract.

SECTION I - CONTRACT CLAUSES**I-1 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)**

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

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

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-2 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

I-3 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIALITEMS (FEB 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims).

Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

I-4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(31) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

__ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I-5 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

I-6 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 the period of performance specified in Section B.

I-7 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 prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I-8 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

I-9 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

- (c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- (2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- (3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

I-10 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I-11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **September 30, 2008**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30, 2008**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I-12 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

CSOSA Office of Procurement
633 Indiana Avenue NW, Suite 880
Washington, DC 20004

Mailing Address:

CSOSA Office of Procurement
633 Indiana Avenue NW, Suite 880
Washington, DC 20004

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

I.13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).

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

I.14 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 will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	CSOSA CONTRACTOR EVALUATION FORM		1
2	CLIENT PROFILE FOR PROPOSAL PREPARATION		2
3	CONSENT TO RELEASE INFORMATION FORM		1
4	WAGE DETERMINATION 05-2103 (REV 4)	07/05/2007	10

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

Note: The Offeror must complete the following section and return it to the Government with their offer unless already registered with ORCA electronically at <http://orca.bpn.gov>.

K-1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 621330.
 (2) The small business size standard is \$6.5 Million.
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
 (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of

completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (c) applies.

[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

K-2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

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

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror

Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
 - (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.
 - (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:
 - (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 - (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
- (i) General. The offeror represents that either—
- (A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246—
- (1) Previous contracts and compliance. The offeror represents that—
- (i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It o has, o has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that—

- (i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)
 - (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)
 - (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”
 - (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20

- percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
- o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.
- (5) Common parent.
- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____.
TIN _____.
- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K-3 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

Indicate DUNS number: _____

If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An Offeror within the United States may call 1-800-333-0505. The Offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>.

K-4 CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

K-5 SIGNATURE BLOCK

I, the undersigned, do hereby attest that all representations and certifications made in this Section K are true.

Also, I the undersigned, am aware of the penalties prescribed in 18 U.S Code 1001 for making false statements in offers; and I am legally authorized to bind the company or organization represented.

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Solicitation Number)

(Name of Company/Organization Represented)

(Address, including Zip Code)

(Telephone Number, including Area Code)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERERS OR RESPONDENTS**L-1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUN 2008)**

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) “Remit to” address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
 - (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.
 - (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
 - (i) ASSIST (<http://assist.daps.dla.mil>).

- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
 - (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L-2 ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

Offerors must submit, under separate cover, all (if any) assumptions, conditions, or exceptions with *any* of the terms and conditions of this solicitation including the SOW. If not noted in this section of your quote, it will be assumed that the offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein.

L-3 PROPOSAL ACCEPTANCE PERIOD

- (a) Acceptance period, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 180 calendar days.
- (d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.
- (e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

L-4 PROPOSAL PREPARATION INSTRUCTIONS

Any proposal which does not adhere to the format and instructions for proposal preparation will not be evaluated. Offerors are cautioned to follow the detailed instruction fully and carefully. The offeror shall submit their proposal in two sections identified in the following manner: Section I – Technical Proposal, and Section II – Price Proposal. The offeror shall submit an original and three copies of the proposal with both sections clearly labeled. In addition, the offeror should complete and submit Section K (Representations and Certifications), and include a brief introduction of their company in a cover letter. The introduction may include a discussion of corporate background and facilities, office locations, general experience and capabilities, number of employees, etc. Proposals shall be submitted in a bound or loose-leaf format using single-spaced type, and if possible, double-sided pages. Color tabs may be used to separate sections in the proposal. A separate table of contents shall be included for the technical portion. Color photographs, charts, and illustrations may be included in the proposal. Please make sure to complete Block 12, 17, 23, 24, and 30 on *Standard Form 1449, Solicitation/Contract/Order for Commercial Items*.

SECTION I – TECHNICAL PROPOSAL

Proposals shall clearly and completely address the appropriate technical elements described below. Responses to these elements will form the basis for scoring the technical merits of the offeror's proposal. Information presented should clearly demonstrate that the offeror is fully capable and prepared to perform the requirements identified in the Statement of Work. A technical proposal will be considered unsatisfactory if inadequate or insufficient information is submitted, which will exclude it from further consideration. Proposals should identify any assumptions made with respect to cost, schedule, materials, labor, etc. Proposals become the property of the Government subject to any privacy and copyright restrictions prescribed by the offeror.

ELEMENTS OF THE TECHNICAL PROPOSAL

Four (4) elements have been established for this procurement. They are: (1) Description of Services, (2) Representative Projects, (3) Personnel Qualification, and (4) Past Performance/Organizational Experience.

The technical proposal shall demonstrate the offeror's comprehension and understanding of the services required and provide sufficient detail to enable the Government to thoroughly evaluate the offeror's ability to satisfy the requirements specified in the SOW. The offeror's proposal shall be reasonable, responsive, and address all aspects of the technical requirements. Simple statements of compliance (i.e., "understood", "will comply") without a detailed description of how compliance will be achieved will not be considered sufficient evidence that the proposed services can technically meet the requirements of this SOW. Accordingly, the Government may consider quotations to be unacceptable if material information requested is not furnished or if indirect or incomplete answers or information are provided.

1. DESCRIPTION OF SERVICES

The offeror's proposal shall contain a written narrative explaining or demonstrating the contractor's approach to meeting the requirements of this solicitation. The narrative shall not be a simple restatement of the solicitation requirements, but rather a methodical explanation of how the Contractor will meet the contract requirements. This section shall include a discussion of corporate background and facilities, office locations, general experience and capabilities (including reference to certification/licensure of staff), number of employees, etc.

2. REPRESENTATIVE PROJECTS

The Offeror shall provide information that will provide the Agency with the ability to assess the offeror's treatment services delivery capabilities. The offeror's shall provide the following information for evaluation:

- (a) Response to Representative Project 1 – Prepare an individualized nutrition assessment report (in accordance with the requirements in Section C.4.1) for the RSC offender/defendant's described in the attached Client Profile (**Attachment 2**). Where necessary, make reference to additional information that is not contained within the profile, but that may be necessary to complete the report.
- (b) Response to Representative Project 2 – Prepare a sample lesson plan for a one-hour group counseling session (in accordance with the requirements in Section C.4.2) for RSC offender/defendant's. The lesson plan should include, at a minimum, the following:
 - Session Topic
 - Session Outline
 - Session Goals
 - Instructional Method(s)
 - Audiovisual Materials
 - Reference Materials
- (c) Response to Representative Project 3 – Prepare a sample lesson plan for an employee training session (in accordance with the requirements in Section C.4.6) for RSC staff. The lesson plan should include, at a minimum, the following:
 - Session Topic
 - Session Outline
 - Session Goals
 - Instructional Method(s)
 - Audiovisual Materials
 - Reference Materials

NOTE: When completing the representative projects, please refer to the attached Client Profile (as appropriate).

3. PERSONNEL QUALIFICATIONS

The Offeror shall provide information that will provide the Agency with the ability to assess the Offeror's personnel qualifications. The offeror's proposal shall provide the following information for evaluation:

- (a) A staffing plan;
- (b) Copies of educational degree requirements in nutrition education, health promotion, or community nutrition from a school accredited by the Commission on Accreditation for Dietetics Education (CADE) of the American Dietetic Association (ADA) or a similar accrediting body;
- (c) Copies of current licensures/certifications to practice as a dietician/nutritionist;
- (d) Resume to include at least five calendar years of verifiable work experience as a Licensed Dietician/Nutritionist;
- (e) Evidence of CPR certification.

4. PAST PERFORMANCE/ORGANIZATIONAL EXPERIENCE

The offeror must provide the following information for the three most recent contracts and subcontracts held, to include those in progress, that are comparable in nature to the proposed contract.

- Name and address of contracting activity;
- Points of contact (names of Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, Program Manager, etc., as applicable) and phone numbers of activity personnel;
- Contract number;
- Contract type and dollar value;
- Brief description of the work describing experience in providing dietician/nutritionist services;
- Information on any significant problems encountered and corrective actions taken; and
- If applicable, a listing of subcontractors used for reference contracts/subcontracts with their designation as a large business, small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, or women-owned small business; or Historically Black Colleges and Universities and Minority Institutions.

Inquiries may be made to verify the accuracy of the information provided by the offeror, and to determine offeror's performance on the related work with respect to the following factors: technical performance; quality of work; cost; compliance with agreed upon schedule; and project management.

The Government may also consider information obtained through other sources. Past performance information will be utilized to determine the quality of the Contractor's past performance as it relates to the probability of success of the required effort.

SECTION II – PRICE PROPOSAL

Prices proposed will be evaluated to determine the best value for the Government and must be submitted in the format as described in Section B. All rates provided must include: All G&A, profit etc. and must be submitted as **Firm-Fixed Price**.

Note: Ensure your firm is registered in CCR - All vendors must be registered in CCR, effective October 01, 2003, www.ccr.gov, to receive government contracts.

Proposal submitted in response to this RFP will be received in the following manner: via regular mail or hand carried. Proposal may also be forwarded by Courier or Overnight Mail Services to the attention of the undersigned at CSOSA. Hand-Carried and Mailing Address:

Court Services and Offender Supervision Agency
Office of Procurement
623 Indiana Ave., NW Ste 880
Washington, DC 20004
Attn: Carrie L. Cross, Contracting Officer

L-5 COMMUNICATIONS/QUESTIONS/INQUIRIES

All questions concerning the RFP must be submitted in writing. All questions must contain reference to the section/paragraph number of the RFP or SOW which is in question. Offerors are advised that Questions concerning this RFP shall be submitted via e-mail to: carrie.cross@csosa.gov no later than July 10, 2008. Answers to question will be provided to all offerors via an Amendment, giving due regard to the proper protection of proprietary information.

L-6 PROPOSAL SUBMISSION

One original and three copies of the technical and cost proposal under separate cover must be submitted no later than 11:00 A.M., local time on July 25, 2008, to:

Carrie Cross, Contracting Officer
Court Services and Offender Supervision Agency
633 Indiana Avenue, NW, Suite 880
Washington, DC 20004-2902

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE DEEMED LATE AND NOT CONSIDERED FOR AWARD.

SECTION M – EVALUATION FACTORS FOR AWARD**M-1 EVALUATION CRITERIA – FACTORS FOR AWARD**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) TECHNICAL CAPABILITY (80%)

The Agency will assess the offeror's technical ability to provide services that are capable of meeting the Agency's requirements. Criteria are in descending order of importance. The Agency will assess the following aspects of the offeror's technical capability:

- (a) Description of Services
- (b) Representative Projects
- (c) Personnel Qualifications

(2) PAST PERFORMANCE/ORGANIZATIONAL EXPERIENCE (20%)

By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administration aspects of performance; the Contractor's reputation for reasonable cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business like concern for the interest of the customer.

The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than an offeror whose record is acceptable.

(3) PRICE

The offeror shall submit a price proposal in the format provided in Section B. Reasonableness of the Offered Price will be evaluated to determine the best overall value to the Government for the award purposes. A price analysis of each offeror's proposal will be conducted to determine the reasonableness of proposed prices. Price proposals that are materially unbalanced may be rejected.

Note: Technical and past performance, when combined, are significantly more important than price. As part of the evaluation process the Government may conduct an on site review of the facilities offered by offerors. If conducted, site assessment will be used to assist in determining technical capability of the offer to meet Government requirements

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M-2 *BASIS FOR AWARD*

The Government intends to evaluate proposals and award without discussions with Contractors. Therefore, the Contractor's initial proposal should contain the Contractor's best terms from a past performance, knowledge and experience, and price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

Award shall be made to the responsible offeror whose offer, in conforming to this solicitation, provides an overall best value to the Government, technical evaluation factors and cost considered. The Government's objective is to obtain the highest technical quality considered necessary to meet the requirements, with a realistic and reasonable cost. For this solicitation, the technical and personnel qualifications factors combined are significantly more important than past performance, and price. As proposals become more equal in their technical merit, the past performance, and price become more important. The Government reserves the right to award to other than the lowest evaluated price and to reject any or all proposals.

ATTACHMENT I

CSOSA CONTRACTOR EVALUATION FORM

CONTRACTOR EVALUATION REPORT	CONTRACT PERIOD:	BASE YEAR	or	OPTION YEAR #
	REPORTING PERIOD:	FROM:		TO:

1. CONTRACT NAME/ADDRESS

2. CONTRACT NUMBER	3. CONTRACT AWARD DATE	4. PLACE OF PERFORMANCE
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5. COTR RATING the CEF (print name)	6. SIGNATURE AND DATE
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7. Consider both positive and negative attributes in the following areas:

(1) Nutritional Services. Rate the Contractor's timeliness in conducting intake screening and/or assessments, quality of counseling services, quality of treatment related documents (i.e., assessments, treatment plans, monthly progress reports), ability to deliver services that are compatible to the CSOSA philosophy and approach, and their adherence in providing the type and frequency of services directed by the CSOSA.

COMMENTS:

(2) Communication. Rate the Contractor's flexibility, pro-activeness, professionalism, and cooperation in their relationships with CSOSA staff, compliance in reporting accountability issues, behavior concerns, and staffing difficult cases timely with CSOSA staff.

COMMENTS:

(3) Administration. Rate the Contractor's accuracy and timeliness of the bill submissions, maintenance of treatment files, responsiveness to requests and technical direction as provided by CSOSA staff, compliance with licensure and certification requirement of all staff providing services, and participation in CSOSA Contractor training events.

COMMENTS:

8. ADJECTIVAL RATING

EXCELLENT	The Contractor has consistently exceeded the terms and conditions of the contract. Improvements are not needed.
GOOD	There are few, if any, problems with the Contractor's performance. The Contractor is generally operating within the terms and conditions of the contract. Only minor improvements are needed.
FAIR	There are significant problem(s) with the Contractor's compliance with the requirements of the contract. However, the Contractor is responsive to the CSOSA and applies corrective measures within specified time frames. Several improvements are on-going.
POOR	There is a major problem(s) with the Contractor's performance. The Contractor has been notified in writing as to the problem areas and given a specific time frame in which to remedy the situation. The Contractor is marginally responsive.
UNSATISFACTORY	There is a major problem(s) with the Contractor's performance which the Contractor has not remedied, cannot remedy, or refuses to remedy. The Contractor is not performing in accordance with the terms and conditions of the contract. The contract should not continue.

	DATE
9. CONTRACTING OFFICER'S SIGNATURE (Print/Sign Name)	DATE
10. CONTRACTOR SIGNATURE I have reviewed the CEF and have no rebuttal comments. I have reviewed the CEF and my rebuttal comments are attached.	DATE
11. SUPERVISORY CONTRACTING OFFICER'S SIGNATURE (Print/Sign Name) (I have reviewed the rebuttal comments submitted by the Contractor and make the following determination:	Date

ATTACHMENT 2
CLIENT PROFILE FOR PROPOSAL PREPARATION

IDENTIFICATION INFORMATION			
<i>Client Name</i>	Smith, John		
<i>Date of Birth</i>	05/28/40	<i>Age</i>	67
<i>Gender</i>	Male	<i>Race</i>	African American
<i>Referral Agency</i>	Pretrial Services	<i>CSO/PSO</i>	Bill Robinson
<i>Assessment Date</i>	12/14/07	<i>Case Manager</i>	Jane Williams

DRUG HISTORY			
Nicotine			
<i>Used?</i>	No	<i>Age of Onset</i>	N/A
<i>Years of Use</i>	N/A	<i>Frequency of Use (packs per day)</i>	N/A
<i>Family History</i>	None	<i>Is your smoking a problem?</i>	N/A

Alcohol			
<i>Used?</i>	Yes	<i>Age of Onset</i>	17
<i>Years of Use</i>	5	<i>Frequency of Use (daily consumption)</i>	None
<i>Family History</i>	Maternal/Paternal Grandfather; Father; Paternal Aunt	<i>Is your drinking a problem?</i>	No
<i>Problems associated with use</i>	None		

PCP			
<i>Used?</i>	No	<i>Age of Onset</i>	N/A
<i>Years of Use</i>	N/A	<i>Frequency of Use (packs per day)</i>	N/A
<i>Is your PCP use a problem?</i>	No	<i>Problems associated with use</i>	N/A
<i>Did you sell this drug?</i>	No	<i>If so, how many related arrests?</i>	N/A

Marijuana			
<i>Used?</i>	No	<i>Age of Onset</i>	N/A
<i>Years of Use</i>	N/A	<i>Frequency of Use (joints per day)</i>	N/A
<i>Is your smoking a problem?</i>	N/A	<i>Problems associated with use</i>	N/A
<i>Did you sell this drug?</i>	No	<i>If so, how many related arrests?</i>	N/A

Cocaine			
<i>Used?</i>	Yes	<i>Age of Onset</i>	60
<i>Years of Use</i>	7	<i>Frequency of Use</i>	Daily
<i>Method of Administration</i>	Smoke	<i>Is your cocaine use a problem?</i>	Yes
<i>Problems associated with use</i>	Resulted in an arrest, spent \$300 on heroin and crack over the past 30 days		
<i>Did you sell this drug?</i>	No	<i>If so, how many related arrests?</i>	N/A

Heroin			
<i>Used?</i>	Yes	<i>Age of Onset</i>	30
<i>Years of Use</i>	37	<i>Frequency of Use</i>	Daily
<i>Method of Administration</i>	IV	<i>Is your heroin use a problem?</i>	Yes
<i>Problems associated with use</i>	Resulted in an arrest, spent \$300 on heroin and crack over the past 30 days		
<i>Did you sell this drug?</i>	No	<i>If so, how many related arrests?</i>	N/A

TREATMENT HISTORY	
<i>Prior Treatment Experiences</i>	None, no NA/AA participation

MEDICAL HISTORY	
<i>Medications</i>	Vioxx (twice daily) Acyclovir (as needed) Amoxicillin (as needed)
<i>Allergies</i>	eggs and dairy products
<i>Current Illnesses</i>	Diabetes (Type 2), Hypertension
<i>Infectious Diseases</i>	Herpes (genital)
<i>Risk for HIV/Hepatitis</i>	High (due to history of IV use)
<i>Mental Health Status</i>	No history of mental illness
<i>Dental</i>	Severe swelling in lower left jaw
<i>Immunizations</i>	Tetanus: 4/3/99 Hepatitis A: None Hepatitis B: None

CRIMINAL HISTORY			
<i>Current Charge(s)</i>	Probation Violation		
<i>Total Adult Arrests</i>	7	<i>Total Adult Convictions</i>	3
<i>Other Significant Criminal History Issues</i>			

FAMILY HISTORY			
Father			
<i>Name</i>	John Smith		
<i>Drug/Alcohol History</i>	Alcoholic	<i>Criminal History</i>	None
<i>Medical History</i>	Glaucoma, High Blood Pressure		

Mother			
<i>Name</i>	Pamela Smith		
<i>Drug/Alcohol History</i>	None	<i>Criminal History</i>	None
<i>Medical History</i>	Cancer		

Siblings			
<i>Number of Brothers</i>	0	<i>Number of Sisters</i>	2
<i>Drug/Alcohol History</i>	None	<i>Criminal History</i>	None
<i>Medical History</i>	High Blood Pressure		

ATTACHMENT 3

**CONSENT TO RELEASE
DRUG TESTING AND TUBERCULOSIS TESTING INFORMATION**

I, the undersigned, do hereby consent to release drug testing and tuberculosis testing information and/or documents to the Court Services and Offender Supervision Agency (CSOSA) in connection with my employment for a Contractor that provides services to CSOSA's Re-entry and Sanctions Center (RSC). I understand that one or more drug testing and tuberculosis reports about me may be obtained by CSOSA to evaluate my fitness for employment, retention, and access to classified information.

Signature

Date

Social Security Number

ATTACHMENT 4

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 4
Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

Table with 2 columns: OCCUPATION CODE - TITLE and MINIMUM WAGE RATE. Lists various job titles and their corresponding minimum wage rates, such as Accounting Clerk I at 13.79 and Secretary I at 17.03.

01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01
01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60
01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34

12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62

14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.28
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37

23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.13
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56

25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51
27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69

30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.