

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER	PAGE 1 OF 63
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER CSOSA--08-R-0020	6. SOLICITATION ISSUE DATE July 02, 2008	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Elijah Anderson	b. TELEPHONE NUMBER (no collect calls) (202) 220-5747		8. OFFER DUE DATE/ LOCAL TIME July 29, 2008 / 2:00 PM	
9. ISSUED BY Court Services and Offender Supervision Agency Office of Procurement 633 Indiana Avenue, NW, Suite 880 Washington D.C. 20004		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET-ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONSMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(a) NAICS: 621330 SIZE STANDARD		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATED	
15. DELIVER TO Court Services and Offender Supervision Agency Office of Community Justice Programs 633 Indiana Avenue, NW, Suite 1320 Washington D.C. 20004		CODE	16. ADMINISTERED BY Same as block 9		
17a. CONTRACTOR/OFFEROR TELEPHONE NO. (202) 319-5291		CODE	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		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT 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 (Use Reverse and/or Attached Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE
	The Contractor shall provide all the personnel, supervision, labor, materials, and supplies necessary to provide Psychological Evaluations, Group Psychological Intervention and Training services in accordance with the terms and conditions specified herein. SEE ATTACHED CONTINUATION (Use Reverse and or Attach Additional Sheet as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA TIN: DUNS:			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<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 OFFEROR 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 (Signature of Contracting Officer)		
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Elijah Anderson		31c. DATE SIGNED

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1.0 SUPPLIES OR SERVICES AND PRICES/COST**1.1 Schedule of Services****Base Period: XXXX XX, 2008 through September 30, 2009**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001 Individual Psychological Evaluations					
0001A	Conducts Psychological Evaluations (Section 2.5.1(a))	208 per year	Session		
0001B	Administers Psychological Tests (Section 2.5.1(b))	72 per year	Evaluation		
0002	Group Psychological Intervention (Section 2.5.2)	1872 per year	Session		
0003 Training Services					
0003A	Facilitates Training for RSC Staff (Section 2.5.3(a))	1	Session		
0003B	Participates in Mandatory CSOSA-sponsored Training (Section 2.5.3(b))	3	Session		

Option Period One (1): October 1, 2009 through September 30, 2010

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1001 Individual Psychological Evaluations					
1001A	Conducts Psychological Evaluations (Section 2.5.1(a))	208 per year	Session		
1001B	Administers Psychological Tests (Section 2.5.1(b))	72 per year	Evaluation		
1002	Group Psychological Intervention (Section 2.5.2)	1872 per year	Session		
1003 Training Services					
1003A	Facilitates Training for RSC Staff (Section 2.5.3(a))	1	Session		
1003B	Participates in Mandatory CSOSA-sponsored Training (Section 2.5.3(b))	3	Session		

Option Period Two (2): October 1, 2010 through September 30, 2011

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2001 Individual Psychological Evaluations					
2001A	Conducts Psychological Evaluations (Section 2.5.1(a))	208 per year	Session		
2001B	Administers Psychological Tests (Section 2.5.1(b))	72 per year	Evaluation		
2002	Group Psychological Intervention (Section 2.5.2)	1872 per year	Session		
2003 Training Services					
2003A	Facilitates Training for RSC Staff (Section 2.5.3(a))	1	Session		
2003B	Participates in Mandatory CSOSA-sponsored Training (Section 2.5.3(b))	3	Session		

Option Period Three (3): October 1, 2011 through September 30, 2012

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3001 Individual Psychological Evaluations					
3001A	Conducts Psychological Evaluations (Section 2.5.1(a))	208 per year	Session		
3001B	Administers Psychological Tests (Section 2.5.1(b))	72 per year	Evaluation		
3002	Group Psychological Intervention (Section 2.5.2)	1872 per year	Session		
3003 Training Services					
3003A	Facilitates Training for RSC Staff (Section 2.5.3(a))	1	Session		
3003B	Participates in Mandatory CSOSA-sponsored Training (Section 2.5.3(b))	3	Session		

Option Period Four (4): October 1, 2012 through September 30, 2013

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4001 Individual Psychological Evaluations					
0001A	Conducts Psychological Evaluations (Section 2.5.1(a))	208 per year	Session		
0001B	Administers Psychological Tests (Section 2.5.1(b))	72 per year	Evaluation		
4002	Group Psychological Intervention (Section 2.5.2)	1872 per year	Session		
4003 Training Services					
0003A	Facilitates Training for RSC Staff (Section 2.5.3(a))	1	Session		
0003B	Participates in Mandatory CSOSA-sponsored Training (Section 2.5.3(b))	3	Session		

Note 1: The Government's actual requirements may be more or less than the estimated quantities identified in section 1.1.

Note 2: This is not an all or none solicitation. Contractors may select any of the Contract Line Numbers (CLIN) in section 1.1 above to submit a proposal (e.g. CLINs 0001 and 0003 only). All offerors submitting a proposal must make an offer for CLIN 0003. CLIN 0003 can not be the sole offer of the contractor.

1.2 Variation in Number of Residents

Due to the nature of the RSC program, the number of residents that the contractor is required to see will vary from day to day. CSOSA will provide the contractor with a roster for the Contractor's use in providing services to RSC offenders/defendants. A designated Government representative will provide the contractor with a roster by 4:00 p.m. prior to the effective day.

2.0 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

2.1 Agency Mission

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

2.2 Scope of Work

The Contractor shall provide all necessary labor, supervision, materials, and supplies to provide psychological evaluation, intervention/consultation, and crisis response services at the Court Services and Offender Supervision Agency's (hereinafter referred to as the Government) residential assessment and treatment readiness facility in accordance with the requirements specified herein, on a firm fixed unit price basis.

2.3 Background

The Re-entry and Sanctions Center (RSC) is a residential facility that provides intensive assessment and reintegration programming for high-risk offenders and defendants with extensive substance abuse histories who are under the supervision of the Government (pre-trial, probation, or parole). Defendants or offenders referred to the RSC receive evaluation, counseling, treatment readiness, and referrals to treatment facilities. When fully activated, the RSC will house an estimated 102 individuals per day. The graduated estimate of resident occupancy is:

Months	Resident Numbers*
August 2007 – July 2008	72
August 2008 and thereafter	102

* This estimate is subject to change.

2.4 Description of Services

(a) The Contractor shall provide services that facilitate the identification of core psychological information to determine each resident's ability to respond to and benefit from treatment interventions.

(b) The Contractor shall provide services in accordance with a schedule devised by the Government and shall ensure that all summary reports are completed and submitted in accordance with the requirements contained herein.

(c) The Contractor shall provide services on-site at the RSC and shall be available to provide services during the hours of 9:00 am – 9:00 pm, seven days per week as needed, or as agreed upon by the Government.

(d) In the performance of duties under this contract, the Contractor is responsible for maintaining standards of safety and exposure control in the delivery of psychological services.

(e) The populations served by quantity include:

Population Type	Number of Beds	Projected Length of Stay
Co-occurring Disorders	30	30 – 45 days
Pre-trial defendants	18	28-30 days
Re-entrants	36	28 – 30 days
Sanctions	18	30 days
Total	102	

- Re-entrants: Residents who are returning to the District of Columbia following a period of incarceration in the Federal Bureau of Prisons or the DC Department of Corrections, who have a continuing obligation to serve a portion of their sentence in the community under CSOSA's supervision.
- Sanctions: Residents who are currently under community supervision (probation, parole, or supervised release) and have demonstrated some level of non-compliance with their release conditions.
- Pretrial Defendants: Residents who are awaiting trial on one or more criminal charges and are under the supervision of the DC Pretrial Services Agency.
- Co-occurring Disorders: Residents who have been diagnosed with a co-occurring substance abuse and mental health disorder. Such residents may be in a re-entrant, sanctions, or pretrial status.

(f) The Government reserves the right to assign Contractors to provide services to program units, as necessary.

2.5 Specific Contract Tasks

2.5.1. Psychological Evaluations

(a) Psychological Evaluations

(1) The Contractor shall conduct individual psychological evaluations designed to identify core psychological information to determine each resident's ability to respond to and benefit from treatment interventions.

(2) The Contractor shall receive written requests for psychological evaluations from the RSC Director or Deputy Director. Each written request shall include the following information:

- Resident Identification Information (Name, PDID Number, etc.);
- RSC Unit Manager and Case Manager Names and Contact Information;
- Nature of the Evaluation Request (i.e, confirmation of a diagnosis, etc.); and
- Date on which the Information is needed for IDT presentation.

(3) Upon receipt of a request for evaluation, the Contractor shall coordinate the evaluation schedule with the appropriate RSC Unit Manager or Case Manager.

(4) At the appointed time, the Contractor shall complete the psychological evaluation.

(5) No later than five (5) business days following completion of the psychological evaluation, the Contractor shall prepare and submit a summary report that summarizes the findings of the evaluation. The summary report shall, at a minimum, contain the following information:

- Resident Identification Information (Name, PDID Number, etc.);
- Report Due Date;
- Evaluation Date;
- Nature of the Evaluation Request (i.e, confirmation of a diagnosis, etc.); and
- Narrative Summary of Response to Evaluation Request/Evaluation Results (including recommendations for how the case should be handled during continued RSC participation and subsequent treatment/supervision interventions).

(6) The completed report shall be submitted to COTR and to the appropriate RSC Unit Manager or Case Manager. Completed reports may be hand delivered, or may be submitted via electronic mail, in accordance with CSOSA Security regulations pertaining to the use of electronic media for the transmission of sensitive offender information.

(7) The Government's estimated need for psychological evaluation services is approximately four (4) evaluations per week.

(b) Psychological Testing

(1) The Contractor shall perform individual psychological testing designed to identify specific data regarding each resident's cognitive, academic, and emotional function. Upon request, the Contractor shall administer one or more of the following tests:

- Wide Range Achievement Test (WRAT),
- Wechsler Abbreviated Scale (WASI),
- Test of Nonverbal Intelligence (TONI),
- Maryland Addiction Questionnaire (MAQ),
- Personality Assessment Inventory (PAI),
- Millon Clinical Multiaxial Inventory (MCMI-III),
- Hare Psychopathy Checklist,
- Minnesota Multiphasic Personality Inventory-2 (MMPI-2),
- Assessing Risk for Violence (HCR-20),
- Spousal Assault Risk Assessment Guide (SARA),
- Clinician Administered PTSD Scale (CAPS),
- Connors Adult ADHD Rating Scales (CAARS),
- Wechsler Adult Intelligence Scale (WAIS – III),
- Woodcock Johnson,
- Tennessee Self Concept Scale 2 (TSC:2),
- Coping Responses Inventory (CRI), and the
- Trauma & Attachment Belief Scale (TABS).

- Beck Depression Inventory
- Behavioral Rating Inventory of Executive Functioning (BRIEF)

(2) The Contractor shall receive written requests for psychological testing from the RSC Director or Deputy Director. Each written request shall include the following information:

- Resident Identification Information (Name, PDID Number, etc.);
- RSC Unit Manager and Case Manager Names and Contact Information;
- Specific Tests Requested; and
- Date on which the test results are needed for IDT presentation.

(3) Upon receipt of a request for testing services, the Contractor shall coordinate the testing schedule with the appropriate RSC Unit Manager or Case Manager.

(4) At the appointed time, the Contractor shall administer the requested psychological tests.

(5) No later than five (5) business days following completion of the requested psychological test(s), the Contractor shall prepare and submit a summary report that summarizes the findings of the test(s). The summary report shall, at a minimum, contain the following information:

- Resident Identification Information (Name, PDID Number, DOB, etc.);
- Report Due Date;
- Test Administration Date;
- Names and Versions of Tests Administered;
- Results for Each Test; and
- Narrative Summary of Testing Data (including recommendations additional testing and/or how the testing data should be used to structure interventions during continued RSC participation and subsequent treatment/supervision episodes).

(6) The completed report shall be submitted to COTR and to the appropriate RSC Unit Manager or Case Manager. Completed reports may be hand delivered, or may be submitted via electronic mail, in accordance with CSOSA Security regulations pertaining to the use of electronic media for the transmission of sensitive offender information.

(7) The Government's estimated need for psychological testing services is approximately six (6) tests per month.

2.5.2 Group Psychological Intervention Services

(a) To effectively address re-entry barriers that are common to all RSC participants, the Contractor shall facilitate group psychological interventions, which are designed to identify the barriers and equip residents with strategies for approaching and overcoming such barriers. Examples of common barriers include anger management, denial, relapse prevention, etc.

(b) Each group session will include between 15 and 18 participants, and shall range between 45 and 68 minutes in duration and shall be conducted in accordance with the schedule provided by the Government.

(c) At the appointed time(s), the Contractor shall provide the requested group intervention services.

(d) No later than one (1) business day following the provision of consultation services, the Contractor shall prepare a typed progress note (for each group participant) that contains, at a minimum, the following information:

- Resident Identification Information (Name, PDID Number, etc.);
- Group Topic, Session Date, and Time;
- Summary of the Group Experience; and
- Narrative Summary of any significant information relevant to the resident's participation in the group.

(e) The completed progress notes shall be submitted to the appropriate RSC Unit Manager or Case Manager. Completed progress notes may be hand delivered, or may be submitted via electronic mail, in accordance with CSOSA Security regulations pertaining to the use of electronic media for the transmission of sensitive offender information.

(f) The Government's estimated need for group intervention services is approximately thirty six (36) sessions per week. Generally, a session duration is sixty minutes, more or less. A break-out of the Government's estimated need is provided below:

Sample Group Topic	Number of RSC Units	Session Length (Minutes)	Frequency	Estimated Number of Sessions per Week
Psychotherapy & Trauma	6	68	2/week	12
Cognitive Behavioral Therapy	6	45	2/week	12
Relationships	6	45	2/week	12

(g) The Government reserves the right to modify group topics, in accordance with the needs of the RSC.

2.5.3 Training Services

(a) Facilitation of Training for RSC Staff

(1) To promote a uniform understanding of various psychological services and programs amongst RSC staff, the Contractor shall provide annual training for all new RSC staff members. The RSC conducts organized group training for new staff approximately two (2) times each fiscal year.

(2) Upon request of the RSC Director or Deputy Director, the Contractor shall conduct a 45-minute training session for new staff designed to provide an overview of the Contractor's services/programming and/or issues related to the Contractor's services.

(3) The Government's estimated need for RSC staff training is approximately ninety (90) minutes per year.

(b) Participation in CSOSA-Sponsored Training

(1) To ensure CSOSA's compliance with various accrediting bodies, the Contractor shall attend annual CSOSA-sponsored training.

(2) Upon request of the RSC Director or Deputy Director, the Contractor shall attend CSOSA-sponsored training during each fiscal year. Training topics may include safety/security, RSC program regulations, etc.

(3) The Government's estimated need for Contractor attendance in mandatory training is approximately six (6) hours per year, which may be completed in one session or may be completed over the course of a number of smaller sessions.

2.6 Compliance with Federal, State and Local Regulations

(a) The Contractor shall ensure that all personnel assigned to the Re-Entry and Sanctions Center adhere to the Government's schedule, policies and operational procedures. Copies of the Agency Policies and the RSC operational procedures will be made available to the contractor upon request.

(b) The Contractor shall provide services in compliance with all federal, state and local laws, regulations and professional standards that relate to the provision of psychological services in a residential facility. 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), DC Office Code §§ 7-1201.01 eq. seq (D.C. Mental Health Information Act), and D.C. Official Code §§ 7-302 and §§ 7-1605 (HIV/AIDS) Cancer Confidentiality.

(c) The Contractor shall also comply with confidentiality and training standards defined by the 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).

2.7 Licensure and Certification

(a) Within ten (10) working days of the contract award, the Contractor shall provide the Contracting Officer and Contracting Officer Technical Representative (COTR) with copies of current licensure, certification and comprehensive credentials of all personnel who will be assigned to perform services under this contract.

(b) Thereafter, the Contractor shall maintain current licensure and certification required to perform the services outlined within the Scope of Work. Upon request from the COTR, the Contractor shall provide copies of the required licenses and certifications. The contractor's failure to maintain current licensure and/or certification will result in immediate removal of unqualified personnel, and may result in suspension of contractor services until appropriate licensure is obtained.

2.8 Contractor Personnel Qualifications

All contractors and/or contract personnel selected for this contract shall be professionally qualified and personally reliable. All contractors and/or contract personnel shall:

- (a) 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.
- (b) Be at least 21 years of age and must be able to withstand physical demands of the job and capable of responding to emergency situations.
- (c) Be able to clear the Government's background investigation. (See Section 7.4 below)
- (d) Be able to speak, read, and write the English language fluently.

- (e) Be a graduate of an accredited institution.
- (f) Have the requisite educational and professional experience outlined for the positions and services that they wish to provide as outlined in section 1.12.
- (g) Follow federal, state, county and local requirements for licensing, certification, and credentialing and all other applicable regulations regarding provision of services described in this contract.
- (h) Maintain licensure, certification and credentialing throughout the contract period of performance and shall comply with any subsequent revisions or additions to the standards for medical, mental health, or therapeutic service providers.
- (i) Be deemed drug free by the Government before being hired to perform services under this contract, and
- (j) 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.

2.9 Physical Standards

(a) **Physical Demands:** The work requires frequent and prolonged walking, standing and sitting. Physical stamina in all of its forms (mental, climatic, etc.) is a basic requirement of this position.

(b) **TB Testing/Communicable Disease Prevention:** The Contractor and/or assigned contractor staff shall be tested annually for Tuberculosis using Purified Protein Derivative (**PPD**) tuberculin test and the results of such testing shall be provided to the Government. Within ten (10) working days of the contract award, the Contractor shall provide the PPD test results for all contract staff that will be assigned to the RSC. Due to the nature of the RSC program, the Government encourages the Contractor's staff to maintain current immunizations (i.e., influenza, hepatitis, tetanus, etc.).

The Contractor and/or assigned contract staff that are either found or suspected to be suffering from a communicable disease, disorder, or respiratory problem shall be prohibited from providing services under this contract.

2.10 Contractor's Professional Personnel Qualifications

(a) The Contractor may provide psychological testing services under this contract using a combination of licensed and unlicensed psychologists. All unlicensed personnel must work under the supervision of a licensed clinical psychologist, who shall provide routine clinical supervision and shall review and sign-off on the work products delivered by unlicensed personnel.

(1) Licensed Psychologists

A.. The Licensed Psychologists assigned to this contract shall possess:

- A PhD. or PsyD. in clinical or counseling psychology from a graduate program in psychology accredited by the American Psychological Association, and

- A full, current, and unrestricted license to practice clinical psychology or counseling psychology at the doctoral level in the District of Columbia or a state, territory or Commonwealth of the United States
- At least three (3) years of verifiable work experience as a licensed counseling psychologist or licensed clinical psychologist;
- At least three (3) years of verifiable work experience administering and scoring psychological tests, conducting psychological evaluations, , evaluating findings and preparing reports of the results for adults with substance abuse problems.

B. Unlicensed Psychologists

The Unlicensed Psychologists assigned to this contract shall:

- Possess a PhD. or PsyD. in clinical or counseling psychology from a graduate program in psychology accredited by the American Psychological Association , and
- Shall be engaged in the active pursuit of practical hours required for licensure in the District of Columbia, or a state, territory or Commonwealth of the United States.

(b) The Contractor may provide group intervention services under this contract using a combination of licensed psychologists and licensed therapists. The Therapists assigned to this contract shall possess:

- Certification/Registration as an addictions counselor; or licensure as a professional counselor or an independent clinical social worker.
- A minimum of **five** years of verifiable work experience as a therapist.

2.11 Other Services

The contractor shall provide only the services in the amount and quantity identified in this contract. If services are required that are not in the scope of this contract or the Government requires temporary addition of services, the contractor shall obtain prior approval from the contracting officer before providing any services.

2.12 Drug Testing Requirements

All contract personnel assigned to this contract will be subject to pre-employment, random and reasonable suspicion drug tests by the Government. The assignment of all contract personnel shall be contingent upon his/her successful completion of the background investigation, drug testing, and tuberculosis testing requirements. All contract personnel shall sign the attached "Consent to Release Information Form" that authorizes the Government to obtain the results from their drug and tuberculosis (PPD) tests, as a condition of assignment to the contract. **An individual assigned to this contract or an applicant who has a verified positive drug test 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 who refuses to sign the "Consent to Release Information" form shall be immediately removed and/or disqualified from providing services under the contract.**

2.13 Contractor Performance Standards

(a) General:

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

(b) Responsibilities:

- The Contractor cannot subcontract any of the contract requirements specified herein without the express, written consent of the Government.
- The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall ensure that all its employees adhere to the Standards of Conduct (set forth below) and meet all applicable health requirements.
- The Contractor shall also be responsible for taking any and all such disciplinary action as necessary when contractor employees fail to meet such contract standards or requirements. Failure to do so may constitute contractor nonperformance.

(c) Contractor's and Contractor's Personnel Standards of Conduct

(1) CSOSA is a law enforcement Agency and therefore requires a degree of public trust and confidence. Although CSOSA contractors and contractor personnel are not employees of the Federal Government, they shall be required follow and comply with standards of conduct. All contractor personnel shall demonstrate following minimum standards of conduct set forth in 5 C.F.R. PART 2635.101 and CSOSA Policy Directive PS 1106. Both document are incorporated into this contract by reference and shall be made available to the contractor upon request.

(2) In 5 C.F.R. PART 2635.101, there is guidance on developing a standard for the contractor and contract employees. Also, a minimum code of conduct is set forth below to provide guidance in achieving a greater individual standard. Contractors and contract personnel assigned to this contract shall:

- Be courteous and demonstrate good manners toward all Government employees, offenders/defendants and the public.
- Maintain a respectful and helpful attitude in all endeavors.
- Maintain a neat, clean, and businesslike appearance and comply with dress standards while on duty.
- Report to work physically fit and mentally alert. If feeling otherwise, make appropriate notification to the appropriate supervisor and request necessary relief or instructions.
- Report any circumstances that may adversely affect performance on a particular assignment to their immediate supervisor, prior to the assignment.

- If a contractor employee should be detained or become aware of being under investigation, by any federal, state or local agency, for any legal or ethical violation, the contractor employee must report this to the appropriate supervisor, no later than the next working day. The designated supervisor shall immediately report the incident to the COTR.
- Not engage in discussions concerning CSOSA internal matters, policies, grievances, or personalities; or in discussions of financial, personal, or family matters with CSOSA employees, family members, the public, or any known associate of the above not entertain, socialize, or enter into the business arrangements with, nor give legal advice or grant special favors to, CSOSA employees, offenders/defendants, family members, and friends of the above.
- Except in an officially authorized capacity, 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. Not report for duty or work under any condition that impairs the ability to perform as expected.
- Not accept or solicit gifts, favors, or bribes in connection with official duties.
- Not allow Government employees, offenders/defendants, or their family members and friends into their home or living quarters (temporary or permanent) of such contractor or contractor personnel.
- Not visit the duty site during non-duty hours or allow family members and friends to visit the duty site or other operational areas. An exception must be requested in writing and approved by the COTR.
- Not gamble or enter into games of chance with offenders/defendants or Government employees. Not gamble or unlawfully bet or promote gambling on Government owned or leased premises.
- Not disclose any official information, except to the COTR or authorized senior official, 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.
- Refrain from discussions concerning duty assignment, particularly manpower, security precautions, or procedures, except with those persons having a need to know.
- Comply with applicable laws both on and off duty.
- 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.
- Not discriminate against or sexually harass members of the public, the judiciary, and other employees or engage in any prohibited personnel practices.
- Ensure that financial obligations are met.

- Not use official identification for other than official purposes.
- Abide by all ethical standards of CSOSA applicable to agency employees 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.
- 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.
- Refrain from any activity that would adversely affect the reputation of CSOSA.
- 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 COTR and CSOSA's Office of Security. **It is the responsibility of the Contractor to report any relationship (including friendships, family relationships (i.e. relatives), spouses/cohabitants, parental relationships, etc.) with a known offender/defendant immediately to the Contracting Officer and COTR.**
- Avoid any criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct; habitual use of intoxicants or non-prescription drugs to excess.
- 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.
- Not misuse official authority, credentials, communications equipment, or weapon(s).
- Not make statements about agency employees or officials, or other contractors or contract personnel with knowledge of the falseness of the statement or with reckless disregard of the truth.
- Report violations of prescribed rules, regulations and any violations of statute or law to appropriate supervisor and/or the COTR.
- Not violate security procedures or regulations.
- Not close or desert the group/client meeting prior to scheduled closure unless directed to do so or permission is received from the Re-entry and Sanctions Center Director or Deputy Director.
- 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.
- On occasions, the contractor or contractor personnel may be required to follow specific directions or guidance from the RSC's Director, Deputy Director or other official Government staff personnel. The contract or

contractor personnel shall to the best of their ability carry out the direction or guidance. Any specific direction or guidance receive that the contractor considers outside the scope of this contract shall be reported to the contracting officer immediately.

- Do not possess, use, lose, damage, or otherwise take Government property or the property of others without authorization of the COTR.
- Conduct only official business on Government property.
- 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 therapeutic program services.
- 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.
- Answer and make only official business calls on telephones located at official posts.

2.14 Work Restrictions

(a) The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, as described and shall take such disciplinary action against its employee as may be necessary. All contractors 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 any of the terms and conditions of this contract. The Contractor shall initiate immediate action to replace that employee to maintain continuity of services at no additional cost to the Government.

(b) The Contractor shall not consume alcoholic substances on duty or a minimum of eight hours prior to reporting for duty.

(c) The Contractor 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. If on medication, the Contractor shall be capable of performing the requirements of the statement of work.

2.15 Unforeseen Closures, Work Stoppage and 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 or special Federal or ceremonial events may cause the Government to close. Under such circumstances, the Government will not pay for unworked hours.

2.16 Overtime and Holidays

(a) Overtime

The Government does not expect the contractor to perform overtime hours as a result of this contract; however, if at anytime during the performance of this contract the

contractor identifies a need to perform overtime hours, the contractor shall obtain prior approval of the contracting officer before performing overtime work.

(b) Holiday Coverage

The RSC operates 24 hours per day, seven days per week, and may require the Contractor to perform services on federal holidays. The Contractor's cost of holiday services shall be included in the Contractor's rate.

2.17 Re-entry and Sanctions Center Security

(a) The Contractor agrees to adhere to all regulations prescribed by the Government in regards to the safety and security of the RSC facility, staff, and the offenders/defendants.

(b) The Government requires all Contractors to sign in and out of the RSC for security reasons. Additionally, the Contractor shall submit to a background investigation and drug testing; and attend a training orientation program prior to assuming duties in the RSC. All Contract personnel that provide services within the confines of the RSC shall have a complete background investigation conducted. The following investigative procedures shall be applied and the appropriate forms completed before an individual is permitted inside the RSC:

National Crime Information Center (NCIC) Check

Name Check

Fingerprint Check

Law Enforcement Agency Checks

Vouchering of employers over the past five years

Resume/Personal Qualifications

OMP -329-A (Authority for Release of Information)

Completed Contractor Pre-Employment Form

National Agency Check and Inquiries (NACI) check (if applicable); and

Urinalysis (if the test is positive the contractor shall be disqualified from being awarded the contract).

(c) The contractor agrees to complete the required documents and undergo 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. All persons are advised that a urinalysis test for the detection of illegal drug usage shall be performed. Any contractor testing positive shall be disqualified from performing under the resulting contract. Any contractor deemed not suitable by the Government's requirements, will not be granted access to perform services under the contract.

3.0 DELIVERIES AND PERFORMANCE

3.1 Period of Performance

The base term of the contract(s) shall be from the date of award identified in block 3 of the Standard form 1449 and continue through TBD

3.2 Place of Performance

The primary place of performance is the CSOSA Re-Entry and Sanctions Center, 1900 Massachusetts Avenue, SE, Building 17, Washington, DC 20003, or as otherwise specified in the District of Columbia by the Government.

3.3 Time of Delivery

Time of delivery is crucial to performance of this contract. Any deviation from the delivery requirements by the Contractor shall be allowed only upon advance written agreement from the Contracting Officer.

3.4 Notice to Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or in complying with the contract delivery schedule or completion date, or 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, but in no event later than three working days, notify the Contracting Officer and the COTR, 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.

4.0 CONTRACT ADMINISTRATION DATA

4.1 Contracting Administration

(a) This contract will be administered by:

TBD
Court Services and Offender Supervision Agency
Office of Procurement
633, Indiana Avenue, NW, Suite 880
Washington, DC 20004
E-mail: XXXXXX.XXXXXXX@csosa.gov

Telephone: (202)220-XXXX
Fax: (202) 220-5711

(b) Written communications shall make reference to the contract number and shall be mailed to the above address. The Contracting Officer listed above is the only person authorized to direct the Contractor and obligate the Government. The Contractor shall notify the Contracting Officer prior to providing any services that are outside of those required by the contract.

(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.

4.2 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 inspect items/services furnished hereunder; however, he shall not be authorized to change any terms and conditions of the resultant contract, including price.

(b) The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Section G.3 below. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

(c) The COTR for this contract is:

To Be Determined

4.3 Appointment of Contracting Officer's Technical Representative (COTR)

(a) The Contracting Officer may designate individuals to act as the Contracting Officer's Technical Representative (COTR) under this contract. Such designation shall be by written letter of appointment. The appointment shall be for purposes of technical surveillance of work being performed under this contract.

(b) 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 requirement of this contract.

(c) The duties, responsibilities and limitations of the COTR are as follows:

(1) The COTR is authorized to take any action with respect to the following that could lawfully be taken by the Contracting Officer unless specifically prohibited by the terms of this contract. Such duties include:

(2) Verifying that the contractor performs the technical requirement of this contract in accordance with its terms, conditions, and specifications.

(3) Performing, or causing to be performed, inspections necessary and verifying that the contractor has corrected any noted deficiencies.

(4) Monitoring the contractor's performance, notifying the contractor of deficiencies observed during surveillance and directing appropriate corrective action.

(5) Recording and reporting to the Contracting Officer incidents of faulty or nonconforming performance, work delays or problems.

(6) Coordinating site entry for contractor personnel.

(7) Ensuring that Government-furnished property (if any) is timely made available.

(8) Maintaining liaison and direct communications with the contractor.

(9) The COTR is authorized to certify (but not reject or deny) invoices for payment in accordance with this section. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

(d) The following limitations are placed on the authority of the COTR:

(1) The COTR is not empowered to award, agree to, or sign any contract including delivery or purchase orders) or modifications thereto.

(2) The COTR may not obligate the payment of money or approve items of cost not specifically authorized by this contract.

(3) The COTR may not take any action which may impact on contract or delivery order schedule, funds, or scope. All contractual agreements, commitments, or modifications must be effected by the Contracting Officer.

(4) The COTR may not render a decision on any dispute or any question of fact under the Disputes Clause of the contract.

(5) The COTR may not take any actions with respect to termination, except to notify the Contracting Officer of circumstances which would appear to warrant such action.

4.4 Invoicing

(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.

4.5 Electronic Payment

(a) Payment will be made via electronic transfer of funds. Payment information will be matched with the vendor's Central Contractor Registry information as identified in section 9.3.3, Section (t) below.

(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.

5.0 SPECIAL CONTRACT REQUIREMENTS

5.1 Type of Contract

This is an Indefinite Delivery Indefinite Quantity firm fixed price Commercial Items Contract.

5.1 Marking

The Contractor shall ensure that all reports, invoices and any official correspondence to the Government reference the contract number assigned at the time of contract award.

5.2 Schedule of Reporting Requirements

(a) The contractor shall comply with the contract reporting requirements identified below and in accordance with the required delivery schedule.

Contract Reporting Requirements	Requirements Schedule
Psychological Evaluation Results Summary Report (section2.5.1(a)(5))	Within 5 business days of the assessment
Psychological Testing Summary Report (section2.5.1(b)(5))	Within 5 business days of the assessment
Group Consultation Progress Notes (section2.5.2(d))	Within 1 business day of the group
Projected Staffing Schedule	Within 10 days of contract award and 2 weeks in advance of service delivery thereafter
Insurance (Section 7.12)	10 Calendar days after contract award

(b) Delivery of Contract Requirements and Reports shall be delivered F.O.B. destination, to:

**Court Services and Offender Supervision Agency
Contracting Officer Technical Representative
CSOSA, Re-Entry and Sanctions Center
633 Indiana Avenue, Suite 1300
Attn: Karrick Hall Mail Stop
Washington, DC 20003**

5.3 Government Contractor Relationships

(a) The Government and the Contractor understand and agree that the support services to be delivered under this task order by the Contractor are non-personal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the task order between the Government and the Contractor and/or between the Government and the Contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

(b) 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 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.

(c) Employee Relationship. The services to be performed under this task order do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government. Rules, regulations, directions, 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 task order.

(d) The Contractor will not be paid for performance of personal services. Therefore, in the event the Contractor or its employees are directed by any Government employee to perform work that the Contractor believes requires personal services, the Contractor shall immediately advise the Contracting Officer.

5.4 Security Requirements

(a) The Contractor agrees to adhere to all regulations prescribed by the Government in regards to the safety and security of staff and offenders/defendants. All Contractor personnel utilized under this contract 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 personnel 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 an individual does not begin work under this contract until the appropriate background checks are conducted and approved by the CSOSA Office of Security.

(b) **7 days prior to the award** of this contract, the contractor must provide the following information to the Office of Procurement on each individual anticipated to be assigned to this contract: complete name, social security number, date of birth, place of birth, race and sex. The Office of Procurement will forward this information to the Office of Security to conduct a preliminary security approval. Once a preliminary security approval is conducted and approved, 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.

(c) Once an individual has been granted an interim security approval, they can begin work. However, they must undergo a background investigation. The Contractor will ensure that each individual assigned to this contract provides the following forms to the Office of Procurement within 10 business days after the interim security approval is granted. The following forms will be provided and must be completed:

Form Number	Form Description	Original Document
Standard Form 85P	Questionnaire for Public Trust Positions	1
CSOSA-SEC-0008	Agency Credit Release Form	1
FD 285	Fingerprint Card	2
Optional Form 306	Declaration of Federal Employment	1
CSOSA PIV Form	Personal Identity Verification Request	1

Note: The CSOSA PIV Form will only be completed after the Contractor's employee has met all agency security requirements and is authorized a security badge by CSOSA's security office

(d) Derogatory information, falsification of any forms, or refusal to supply information and/or forms may be considered justification for immediate denial/removal of the individual. CSOSA has the right to request any additional information necessary to complete the investigation process. If contract personnel fail to provide any of the above information or cooperate with the CSOSA Office of Security he/she will be removed immediately.

(e) 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 Procurement within three (3) business days. The Contractor must notify the Office of Procurement, 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 listed above. The contractor will also provide the Office of Procurement with the complete name, social security number, date of birth, place of birth, race and sex of the anticipated replacement so that the Office of Security can process security checks to grant an interim security approval. Once the interim security approval is granted the replacement can begin work. However, within 10 business days from the interim security approval the individual must complete the above forms and submit them to the Office of Procurement in order for the Office of Security to conduct a full background investigation.

(f) Contractor personnel shall wear or display CSOSA issued identification at all times when performing work at a CSOSA facility. Contractor personnel shall not share/loan any CSOSA identification, all individuals assigned to this contract must report to the Office of Security immediately if their agency identification is lost/misplaced and/or stolen.

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

(h) 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 personnel deemed not suitable by the Government's requirements will be denied access to perform services under this contract.

5.5 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 Medical 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.

5.6 Contractor Personnel

(a) Contract employees must be U.S. citizens or be lawfully permitted to reside in the United States and have possession of a valid work permit.

(b) The Contractor shall assure that the contract employees selected for assignment under this contract are professionally qualified and personally reliable. All contract employees assigned to the contract will be required to pass a CSOSA background investigation.

5.7 Privacy and Security of Protected Health Information

(a) 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.

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

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

(c) Specific Use and Disclosure Provisions

(1) 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.

(2) 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.

(3) 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).

(4) 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).

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

(1) 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.

(2) 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.

(3) 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.

(e) 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.

(f) Termination:

(1) 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.

(2) Effect of Termination.

(i) 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.

(ii) 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.

(iii) 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.

5.8 Observation of Legal Holidays/Federal Non-Work Days

(a) The RSC operates 24 hours per day, seven days per week, and may require the Contractor to perform services on federal holidays. The Contractor's cost of holiday services shall be included in the Contractor's rate. Holidays observed are listed below. The following is a list of Government holidays:

Official Federal Government Holidays	
New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day;
Washington's Birthday /President's Day	Veteran's Day
Memorial Day	Thanksgiving Day;
Independence Day	Christmas Day
Inauguration Day (every fourth year) in Washington, DC area	

(b) There are certain types of irregular occurring circumstances that prompt the Government to close its offices where Contractor personnel are working (e.g. National Day of Mourning due to the death of a former president), either on a national or local basis. Contractor staff shall not work if the Government is closed, unless otherwise authorized by the Contracting Officer. Non-work due to the Government closing its facility(ies) is not an expense directly reimbursed to the Contractor.

5.9 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.

5.10 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.

5.11 Health and Safety Standards

In addition to all other standards indicated herein, all supplies and services delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended, Department of Labor Regulations, and all Federal requirements in effect at contract award.

5.12 Insurance Requirements

The following supplements FAR 52.228-5, Insurance (JAN 1997) – Work on a Government Installation incorporated in SECTION 9.2 The Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance. At a minimum, this insurance shall consist of:

Type of Insurance	Amount of Insurance
Workmen's Compensation	\$100,000 per person*
Employer's Liability Insurance	\$500,000 per occurrence
General Liability-Comprehensive	\$500,000 per occurrence
Automobile Liability	\$500,000 per occurrence \$200,000 per person
Bodily Injury	\$500,000 per occurrence* \$200,000 per person
Property Damage	\$20,000 per occurrence

Workmen's Compensation and Employer's Liability Insurance: Contractors are required to comply with applicable Federal, State and District workers' compensation and occupational disease statutes. Workers shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's business operations that it would not be practical to require this coverage. Coverage shall be as stipulated above, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carrier.

5.13 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.

5.14 Health and Safety Standards

In addition to all other standards indicated herein, all supplies and services delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended, Department of Labor Regulations, and all Federal requirements in effect at contract award.

5.15 Disincentives for Failure to Provide Critical Contract Services

(a) Due to the critical nature of several contractor deliverables, Government may impose a penalty for failure to provide timely critical services required by this contract. If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay disincentive penalties to the Government.

(b) The Contractor will not be charged with a penalty when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor.

(c) The Government may assess a disincentive penalty on the Contractor for the occurrence of any of the events described below:

- (1) Failure to provide any or all deliverables for each of the services in section 2.0.
- (2) Failure to provide reports, documentation, and administrative requirements found in section 2.0 within the specified time frames.
- (3) Providing an incomplete report that is not in accordance with section 2.0.
- (4) Failure to provide staff coverage consistent with the Government's scheduling requirements.

(b) The amount of the disincentive penalty to be assessed shall be as follows:

- Item (1) (listed above) - \$500.00 for each occurrence
- Item (2) (listed above) - \$300.00 for each of the listed incidents
- Item (3) (listed above) 5% of the contractor's monthly invoice
- Item (4) (listed above) - \$500.00 for each occurrence

(d) The Contracting Office will provide the contractor with a written of the Government's intent to apply disincentive for failure to meet the specific delivery requirements identified in Section 7.15(c) above. Once the contractor has received the notice, the Government may elect to apply disincentive for all subsequent occurrences.

6.0 LIST OF ATTACHMENTS

- (a) Attachment Number One (1), Wage Determination 2005-2103, Revision 4
- (b) Attachment Number Two (2), Psychological Evaluation Screening (See Section 8.3(a)(1))

7.0 CONTRACT CLAUSES

7.1 Federal Acquisition Regulation (FAR)

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer 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>

<http://farsite.hill.af.mil/VFFAR1.htm>

7.2 FAR CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions (JUL 2004)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.216-18	Ordering (Oct 1995)
52.217-5	Evaluation of Options. (Jul 1990)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.228-5	Insurance (JAN 1997) – Work on a Government Installation
52.237-1	Site Visit. (Apr 1984)

7.3 FAR CLAUSES INCORPORATED IN FULL

7.3.1 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

7.3.2 52.216-19 -- Order Limitation (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$250,000.00;

(2) Any order for a combination of items in excess of \$250,000.00

(3) A series of orders from the same ordering office within five (5) working days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

7.3.3 52.216-22 -- Indefinite Quantity. (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TBD.

7.3.4 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **14 calendar days prior to expiration of the contract.**

7.3.5 FAR 52.217-9 -- Option to Extend the Term of the Contract (MAR 2000)

(1) The Government may extend the term of this contract by written notice to the Contractor within 7 days of [*insert the period of time within which the Contracting Officer may exercise the option*]; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

7.3.6 52.232-18 -- 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.

7.3.7 52.212-4 -- Contract Terms and Conditions -- Commercial Items. (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.

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 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;

(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.

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.

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.

7.3.8 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:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 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 (Jul 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 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.
- XX (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 (Sep 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)).
- XX (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- XX (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- XX (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (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 (Sep 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 (Sep 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).

XX (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)).

XX (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, 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 (Jun 2006) (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)).

XX (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).

XX (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:

[Contracting Officer check as appropriate.]

XX (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.*).

XX (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.*).

XX (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 (Sep 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), flow down required for all subcontracts subject to the Service Contract Act of 1965 (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.

7.3.9 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 **180** 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 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) 697/2197, 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 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 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 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 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.

7.3.10 52.212-2 -- Evaluation -- Commercial Items. (Jan 1999)

(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 of the item offered to meet the Government requirement – 80%

A. Personnel Approach

B. Technical Approach

(2) Past performance (see FAR 15.304) – 20%

(3) Price;

Technical and past performance, when combined, is significantly more important when compared to price. The Contractor's Personnel and Technical Approaches are equally important when arriving at the Offeror's Technical Capability evaluation score.

(b) Evaluation and Selection Factors

(1) The CSOSA may award a single or multiple contracts as a result of this solicitation. The Agency will award contracts to those offerors whose proposal represents the best overall value. In determining which offeror's proposal represents the overall value, CSOSA will consider three factors, Technical Capability, Past Performance and Price. Technical Capability consists of the factors described in paragraph (a) above.

(2) After evaluating written proposals, the CSOSA may conduct discussions. Any information obtained during discussions (if held), whether or not reduced to written material, may be considered by CSOSA in the evaluation and award decision.

(3) The CSOSA will evaluate the offeror's proposals for to determine their Technical Capabilities to meet the requirements of the contract. In determining and Offeror's Technical Capability, CSOSA will assess the factors listed below.

A. Personnel Approach. CSOSA will assess the quality and the depth of experience for labor categories for which resumes are submitted. Personnel capabilities, as evident by the submitted resumes, will be compared to the desired qualification set forth in section 2.8 and 2.10 above.

B. Technical Approach. CSOSA will assess the degree to which the Contractor understands the tasks and contract requirements for the performance of the contract. CSOSA will assess and evaluate the offeror's response to the representative scenario in section 8.3 below to as an assessment of the offer's technical approach.

(4) CSOSA will evaluate each offeror's Past Performance. CSOSA will assess the degree to which a vendor satisfied its customers in the past. The Government will contact some of the offeror's previous customers to determine: (1) the offeror's ability to provide quality psychological services similar in scope and depth as this requirement; (2) the offeror's ability to provide timely performance; (3) the offeror's ability to demonstrate sound business relations and (4) the Offeror's ability to provide customer satisfaction.

(c) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). **Note: the evaluation of the offeror's price will be based on the estimated quantities in Section 10.6 below**

(d) 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.

7.3.11 52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (Jun 2008)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates 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 the 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
- (2) 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 representation 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 is to 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 * is, * 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 * is, * 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 * is, * 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 * is, * 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 * is, * 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 * 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 * is, * 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):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	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 * is, * 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 *has, * 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) *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 * is, * 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 * 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 * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It * has developed and has on file, * 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 * 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) or 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) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) * Have, * have not, within 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; and

(3) * Are, * 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) * Have, *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 Product

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) 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) 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 does 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 does 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).

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

* Sole proprietorship;

- * Partnership;
- * Corporate entity (not tax-exempt);
- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(5) Common parent.

- * Offeror is not owned or controlled by a common parent:

- * 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.

8.0 INSTRUCTIONS, AND NOTICES TO BIDDERS

8.1 Special Instructions

Based on the duties defined and the number of offenders/defendants that will be served, the Contractor shall prepare proposals to provide all or some of the services requested. If bidding on all of the service requirements, the Contractor shall identify the requisite number of Forensic Psychologists and/or Clinical Psychologists, needed to perform the services outlined in this solicitation.

8.2 Introduction

(a) The offeror shall provide a written Technical Proposal and a Price/Cost Proposal in response to this Request for Proposal (RFP). The Technical and the Price/Cost Proposals shall be separately bound (**See Section 8.3 below**). This RFP does not commit the Government to pay any costs incurred in preparation and submission of initial, or any subsequent, proposals or for other costs incurred prior to award of a formal contract.

(b) The offeror shall allow the Government and acceptance period for each offer no less than 180 days. **Offerors shall return a completed SECTION 9.3.8, Representations and Certifications, above of this solicitation with their proposal.** Additionally, the individual signing blocks 30a, 30b, and 30c of the SF 1449 shall have the authority to bind the Contractor to all of the provisions of the offeror's proposal, fully recognizing the Government has the right, by the terms of the solicitation, to make an award without further discussion if it so elects.

(c) Hand delivery of a proposal requires sufficient time for processing through the building security screening. Proposals received after the specified date and time will be considered late

and will not receive any further consideration. SEE BLOCK 8. on the SF 1449 for SUBMITTAL time and date.

8.3 Technical and Price Proposals

(a) Offerors shall submit a written technical proposal that consist of only that information and / or data which is essential for Government evaluation and which minimizes the amount of time and monies expended in preparing information in response to this request. Unnecessarily elaborate brochures or other presentation materials beyond those sufficient to present a complete and effective response are not desired and may be construed as an indication of the firm's lack of understanding for the technical requirements of this project. The offeror's proposal shall not be a simple restatement of the solicitation requirements but rather a methodical explanation of how the contractor will meet contract requirements. Submission of sophisticated artwork, extensive presentation aids and expensive paper is unnecessary and strongly discouraged. Contractors shall, however, submit adequate information to establish the potential to successfully perform under the contract, consisting of the following sections:

(1) **Technical Approach** The Technical Approach shall demonstrate the offeror's comprehension and understanding of the services required under this solicitation. The Technical proposal should be developed in sufficient detail so the Government can evaluate it thoroughly and make a sound determination of the offeror's ability to satisfy the solicitation requirements. The contractor's Technical Approach shall consist of an introductory letter and the Offeror's approach / response to the representative scenario. The offerors technical approach response, shall at a minimum, contain the following:

- A. The Offeror shall provide an introductory letter. The letter shall contain a description of the offeror's corporate background and facilities, office locations, general experience and capabilities, number of employees, etc,. The introductory letter is limited to seven (7) pages.
- B. The offeror's approach / response to the solidification's Representative Scenario below. In the performance of the resulting contract, the successful offeror(s) shall perform a wide range of psychological assessment and consultation services, including individualized psychological evaluations, psychological testing, individualized case consultation, group interventions, and staff training. To evaluate the offeror's ability to perform the desired tasks, please complete the exercises below. When completing the exercises below, please refer to the *Psychological Evaluation Screening* (as appropriate) at attachment two (2) of this solicitation.

I. Individualized Psychological Evaluation

Please review the *Psychological Evaluation Screening* at attachment two (2) to the solicitation and prepare a written report that provides the following information:

- Brief Summary of the overall diagnostic impression (no more than 3 to 4 paragraphs in length).
- Diagnostic Impressions using the DSM-IV TR Criteria
 - a. Axis I (please cite the number and title)
 - b. Axis II (please cite the number and title)
 - c. Axis III (description of symptoms)
 - d. Axis IV (description of symptoms)
 - e. Axis IV GAF score

- Recommendations for placement and interventions in a substance abuse and/or mental health treatment continuum, as appropriate.
- Limitations on the information found in the report
- Additional tests that should be performed to improve or rule out conditions noted in the overall diagnostic impression.

II. Psychological Testing

Provide an individualized psychological testing report using one of the testing instruments referenced in Section 2.5.1B, and adhering to the report requirements contained therein. If an actual testing case is used (from the offeror's past or present experience) all identification information should be redacted, as necessary.

III. Individualized Case Consultation Services

Provide a sample approach for conducting a 60-minute case consultation in accordance with the requirements reference in Section 2.5.2A. For purposes of the sample exercise, please refer to the attached *Psychological Evaluation Screening* and assume that the resident is being referred because he is unable to comprehend his diagnosis of "major depressive disorder."

IV. Group Interventions

Prepare a sample lesson plan and individualized case note (in accordance with the requirements referenced in Section 2.5.2B) for a 60-minute group counseling session for RSC residents on the topic of Trauma. The lesson plan should include, at a minimum, the following:

- Session Topic
- Session Outline
- Session Goals
- Instructional Method(s)
- Audiovisual Materials
- Reference Materials

V. Staff Training

Prepare a sample lesson plan for a staff training session 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

(2) **Personnel Approach** This section of the offeror's technical proposal shall contain a written narrative explaining how the contractor plans to use contractor personnel in support of the resulting contract. The contractor shall identify the number of personnel planned for use on the resulting contract and the proposed contractor personnel knowledge, expertise and qualifications (résumés are acceptable but shall be limited to three (3) pages). Copies of relevant licensure and certifications for offeror's staff. The contractor's proposal shall

identify any and all specific labor categories that it plans to use in the performance of each CLIN. This section of the technical proposal is limited to seven pages. Résumés are excluded from the page count. The resume should be limited to three (3) pages in length and, as a minimum, must detail professional experience, (e.g., job title, where/when, duration, type) along with formal education and/or professional training.

(3) **Past Performance** This section of the offeror's technical proposal shall contain three (3) references for commensurate projects that are in progress or were completed within the last three (3) years. References may be from commercial and federal/state Government contracts; however, similar support services or equipment delivered / performed for Federal Government customers generally will be considered more relevant than those done for commercial or state government customers. The following information is required for each reference:

- (I) Customer name and address
- (II) Point of contact (name, telephone number) for contractual/administrative matters and technical performance
- (IV) Contract or task/delivery order number
- (V) Period of contract performance
- (VI) Total value of the contract/order
- (VII) Description of work performed

(b) **Price/Cost Proposals:** The offeror's price /cost proposal shall be separate and independently bound from the offeror's technical proposal. The Offeror's price proposal shall consist of the following:

(1) **Contract Line Item pricing,** The offeror's price proposal shall identify the proposed for each of the CLINS in section 1.1, Schedule of Services above, that the contractor is offering to perform. Note, the Government's estimates may be more or less than the estimated quantities identified in section 1.1.

(2) **Supporting documentation,** consisting of:

- A. A detailed breakdown of the hourly rate calculations for personnel, including overhead rates applied to each hourly rate. Specifically, the breakdown shall include the formula(ae) used to burden the base hourly rate (e.g., fringe, overhead, G&A and profit).
- B. A one-page narrative of any cost/price assumptions in calculating the Contract Line Item pricing. A negative response is required.
- C. The rate of escalation used to price the Option Periods.

(3) THIS IS NOT AN ALL OR NONE SOLICITATION. CONTRACTORS MAY SELECT ANY OF THE CONTRACT LINE NUMBERS (CLIN) IN SECTION 1.1 ABOVE TO SUBMIT A PROPOSAL (E.G. CLINS 0002 AND 0003 ONLY). ALL OFFERORS SUBMITTING A PROPOSAL MUST MAKE AN OFFER FOR CLIN 0003. CLIN 0003 CAN NOT BE THE SOLE OFFER OF THE CONTRACTOR.

8.4 Site Visit

The Agency plans to conduct a site visit of Re-entry and Sanctions Center for any and all prospective offerors that wish to participate on **July 14, 2008 at 1:30 PM local time.** Attendance will be limited to a maximum of three offeror personnel. Offerors must confirm their

participation by email to elijah.anderson@csosa.gov or by fax to (202) 220-5711, Attn: Elijah Anderson. **Questions concerning this solicitation will not be allowed during the site visit.**

8.5 Offerors Questions and the Government's Answers

(a) Questions concerning the solicitation document shall be submitted only in writing. Questions shall be submitted by fax to Elijah Anderson at (202) 220-5711 or by email to elijah.anderson@csosa.gov. Any and all question questions and must be received **no later than two 3:00 P.M. on July 16, 2008**. All Offerors are responsible for following up for any posted changes to the solicitation via amendment at the Federal Business Opportunities website (www.fbo.gov).

(b) In order to receive responses to questions, Offerors shall cite the solicitation section, paragraph number, and page number. The CSOSA recommends that Offerors ensure the question is written to enable a clear understanding as to the Offeror's issues or concerns within the referenced paragraph. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries or comments for this purpose and will NOT receive a response from CSOSA. Further, offerors are reminded that CSOSA will NOT address hypothetical or theoretical questions aimed toward receiving a potential "evaluation" decision from CSOSA. Answers to questions will give due regard to the proper protection of proprietary information.

8.6 Proposal Submission

(a) Both the Technical and Cost/Price Proposals shall consist of an original and three (3) copies. Submission Formats are as follows:

One-sided pages

8 ½" x 11" paper

Single-spaced paragraphs

Minimum page Font is 10 Pitch

Consecutively-numbered pages with a Table of Contents

Loose-leaf binders

Proposals shall be identified as "**CSOSA-08-R-0020**" **Psychological Services**"

One original and three copies of offeror's technical and cost proposals must be submitted by **2:00 P.M. local time on, July 29, 2008** to:

**Court Services and Offender Supervision Agency
Office of Procurement, Attention: Elijah Anderson
633 Indiana Avenue, NW, Suite 880
Washington, DC 20004-2902**

CSOSA-08-R-0020
Attachment Number One (1)
Wage Determination 2005-2103

WD 05-2103 (Rev.-4) was first posted on www.wdol.gov on 07/10/2007

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor William W.Gross Division of Director Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2103 Revision No.: 4 Date Of Revision: 07/05/2007
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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****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
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 Conditioning 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 link 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.

CSOSA-08-R-0020
Attachment Number Two (2)
Psychological Evaluation Screening

Psychological Evaluation Screening

Name: Smith, John **Date of Birth:**
Gender: Male **Age:** 52 years old
Date of Evaluation: **Date of Report:**
Examiner:

REASON FOR REFERRAL:

Mr. Smith is a 52-year-old African-American male who was referred to RSC after serving 11 years incarcerated for a crime committed while inebriated and high. A brief psychological evaluation screening was performed at RSC in order to assess his current level of cognitive, academic, and psychological functioning.

TESTS/PROCEDURES ADMINISTERED:

1. Clinical Interview with Mr. Smith.
2. Mini Mental Status Examination (MMSE).
3. Wechsler Abbreviated Scales of Intelligence, (WASI).
4. Wide Range Achievement Test, Fourth Edition (WRAT-4).
5. Beck Depression Inventory-II (BDI-II).
6. Millon Clinical Multiaxial Inventory-III (MCMI-III).
7. Trauma Symptom Inventory (TSI).

COLLATERAL SOURCES:

Review of case folder, including:

1. Medical Pre-Release Evaluation.
2. Mr. Smith's Autobiography.
3. Case Management and Psycho-Social Assessment.
4. TCU Treatment Motivation Scales.
5. Counselor Initial Interview.
6. Addiction Severity Index, completed at RSC.
7. RSC Master Service Plan and Problem List.
8. Presentence Report.
9. DC Superior Court Judgment and Commitment.
10. Progress Report.
11. Sentence Monitoring Computation Data.
12. RSC Incident Report.
13. Other documents from RSC file.

CONFIDENTIALITY STATEMENT:

Mr. Smith was advised that this evaluation was not subject to the usual doctor/patient privilege. He was informed that he would be evaluated to address his current psychological status and recommendations for intervention would be made, if indicated. Furthermore, he was informed that this information would be provided in a written report to RSC and verbally presented to RSC staff and consultants. He was informed that the report or its contents might be shared with his Community Supervision Officer and the Court. He was also informed that the evaluator or her supervisor might be called to testify in Court about their findings and opinions about him. He verbally indicated an accurate understanding of these issues and he voluntarily agreed to proceed with the evaluation.

BACKGROUND INFORMATION:

Family History:

Mr. Smith was born in Washington, DC to married parents. He is the oldest of 4 children. His mother worked for K-Mart and his father for USDA. He stated that his parents were strict church-going parents. He experienced many family deaths during his early childhood, due to diabetes and other causes. "It seems somebody was always dying. I was always in the front row."

However, he also disclosed something he rarely discloses: that his father was a heavy alcoholic who was physically and emotionally abusive to Mr. Smith's mother and sister. The children and their mother would often have to leave in the middle of the night to find someplace safe to stay. This was extremely painful for Mr. Smith to witness. When he was an adolescent he finally fought his father and stopped him from ever attacking them again. His father is still alive at this time.

Educational History:

Mr. Smith was always small and had a gaunt appearance. He also had misplaced teeth ("buck teeth"). He said he was always teased in school for these physical traits. The teasing was emotionally traumatic.

He said he did well in elementary and junior high schools but had difficulty in high school. He played lots of sports. There were subjects, like math, that he simply could not "comprehend." He liked science and history. Because he did not care, he made no effort to get tutoring. Due to truancy, he was retained one year in high school, but he returned to finish and graduate from high school.

Social History:

At age 19, after graduating from high school, Mr. Smith started working in the restaurant business. He held 3 jobs at once. From 19 until he was incarcerated at the age of 41, he always worked and held jobs for a long period of time. He sees himself as a "workaholic." He apparently was well-liked and well-respected at work. He used drugs in

Psychological Evaluation Screening
Mr. John Smith

the evenings. To support his drug habit, he engaged in occasional burglaries. However, he did not commit any crimes for ten years and no crime of violence for 14 years when he was arrested for his current charge in 1996.

Until his arrest in 1996, Mr. Smith had never moved out of his parents' house and had only occasional girlfriend. Although he had a few arrests, he had never been incarcerated until the current charge for Burglary II and 3rd degree attempted sexual abuse. Mr. Smith has little memory of the sexual assault. All he remembers is being very high and burglarizing his neighbor (the woman he was accused of sexually assaulting).

Medical History:

Mr. Smith has some serious medical issues, including a cardiac dysrhythmia and leg and knee osteoarthritis. He was stabbed in his abdomen in 1985 and was told the knife missed his heart (and immediate death) by one inch.

He indicated he has been having headaches while at RSC. He appears to be in excellent condition otherwise. While incarcerated, he exercised extensively.

He needs some dental work and new glasses that fit his face better.

Psychiatric/Psychological History:

Mr. Smith received counseling at Rivers Correctional Institution since 2003, but he only met with the psychologist once a month. He also underwent psychological testing in 2003.

He wishes to have ongoing therapy or counseling once in the community.

Substance Abuse History:

Mr. Smith used marijuana when a teenager and PCP in his 20's. His drugs of choice in adulthood were crack cocaine and alcohol. He was a heavy user of both. In the 1990's he was drinking at least one beer daily and one pint of liquor three times a week. During this same period he smoked five to six "dime bags" of cocaine three times a week. He was very high on crack and alcohol when he committed the crime for which he was incarcerated.

Work History:

Mr. Smith reportedly was an excellent worker until his incarceration. In his 20's, he held 3 jobs at one time. He would work in one restaurant during the day and another at night. He became the "group leader." He also worked at a doughnut shop on weekends. In 1979 he started working in a dry cleaning plant, where he worked for 12 years. In 1996 he moved to another textile job, which he held until he was incarcerated. His supervisor said that all of the staff were "stunned" when hearing of Mr. Smith's charge, since Mr. Smith was an extremely hard worker and was very polite and professional to everyone on

Psychological Evaluation Screening
Mr. John Smith

the staff. While incarcerated he learned commercial cleaning and was part of a crew doing that work.

Mr. Smith is willing to do any kind of work. Since he has “an outstanding work ethic,” he believes he will do well at any job. A cleaning or dry cleaning job would use his prior work experiences.

BEHAVIORAL OBSERVATIONS and MENTAL STATUS:

Mr. Smith is a 52-year-old African-American male who was assessed at RSC. He wears large glasses, which emphasize his somewhat gaunt appearance. He has some speech dysfluency.

Mr. Smith described his mood states through his behaviors, as follows: he indicated that he cannot sit still, which is why he found it difficult to sit all day at RSC. He felt extremely stressed having to sit still all day. However, he said that he also felt very stressed in the commercial cleaning job, where they were working all day. He indicated he almost had a “nervous breakdown” doing that job. He is always moving and doing something. He is restless and worried frequently.

He indicates he daydreams a lot, but when asked what he daydreams about, it sounded more like worry. “I might be thinking about, what am I going to do next? Or when I get out? Or where can I get me some help? Or things in the past, like I could have done better in high school.” He described himself as frustrated, angry, depressed, ashamed about the charge, and bored. He said he has a lot of internalized feelings that he never lets out but keeps in his body. He said he only lets it out “if you get me real mad.”

He indicated he has been irritable recently and “kind of mean,” which is not usually part of his personality. He has some difficulty remembering things from his past. He indicated he feels irritated when “people make me feel I’m stupid.”

Mr. Smith appeared to this examiner to be both very anxious and very depressed. His need for constant movement seemed to be a “manic defense” (that is, keeping busy so as to avoid having to think about painful things). He has some good insight about his feelings and his behaviors, even though he may use the wrong language. For example, he is aware that he become defensive when challenged. This is how he stated it: “My defensive mechanism is up all the time. I have been told by my friends all the time. It might be something small. It don’t mean anything. My defensive mechanism is always up.”

Mr. Smith was oriented to person, place, time, and situation. He spoke quietly so that it was difficult at times to hear him. He reported no visual and/or auditory hallucinations and he showed no disruptions in his stream or content of thought. He denied suicidal or homicidal ideations. He was cooperative and invested in the testing process.

TEST RESULTS AND INTERPRETATIONS:

Cognitive:

Mr. Smith was administered the Wechsler Abbreviated Scales of Intelligence (WASI), which is a standardized measure of cognitive capacity and has a high correlation to the extended version of the Wechsler Adult Intelligence Scale, Third Edition (WAIS-III). The WASI has a Verbal, Performance, and Full 4 Scale IQ Equivalent. It can be administered to individuals from ages 6 to 89. These scores appear to be an accurate assessment of Mr. Smith's cognitive functioning.

Mr. Smith's Verbal, Performance, and Full-4 IQ were 73, 99, and 84, respectively. Following are Mr. Smith's WASI scores:

**WASI Full-4, Verbal, and Performance IQ's
(Mean of 100, Standard Deviation of 15):**

Scale	IQ Score	Percentile Rank	95% Confidence Interval	Qualitative Description
Verbal	73	4	68-80	Borderline range
Performance	99	47	93-105	Average range
Full-4	84	14	80-88	Low average range

WASI Verbal Subtest Scores (Mean of 50, Standard Deviation of 10):

Verbal Subtests	T Score
Vocabulary	34
Similarities	28

WASI Performance Subtest Scores

Performance Subtests	T Score
Block Design	46
Matrix Reasoning	53

Mr. Smith's Full-4 IQ is 84, but this should not be considered a valid estimate of his cognitive abilities in light of the 26-point difference between his Verbal and Performance abilities. Thus, each index score will be considered separately.

Mr. Smith's Verbal IQ of 72 is quite low and is considered to be in the Borderline range of cognitive functioning. This indicates that Mr. Smith will have significant difficulty in verbal expression and choice of language (Vocabulary), as well as in organizing ideas verbally (Similarities). His verbal abstract reasoning ability is the least well developed of his cognitive abilities. This means that he will have difficulty understanding how behaviors, thoughts, and feelings are interrelated.

On the other hand, Mr. Smith's nonverbal abilities (Performance IQ) are solidly in the average range, with a Performance IQ of 99. His relative strength is in nonverbal abstract reasoning (Matrix Reasoning subtest). This means that he can make sense of and organize the world without using words but with using visual and organizational abilities.

In this case, Mr. Smith will understand situations much better than he will be able to express them in words. He may appear weaker cognitively than he is, since our society tends to judge cognitive ability through verbal fluency. Mr. Smith's work success in commercial cleaning, dry cleaning, and textiles are likely based on his strong nonverbal abstract reasoning skills. Any future work in which he engages should utilize these strengths rather than relying on verbal abilities.

Education/Achievement:

Mr. Smith was also administered the WRAT-4, an instrument that evaluates academic abilities. Following are Mr. Smith's WRAT-4 scores:

WRAT-4 Standard Scores (Mean of 100 and Standard Deviation of 15):

Test	Standard Score	95% Confidence Interval	Percentile Rank	Grade Equivalent
Word Reading	93	85-102	32	11.9
Sentence Comprehension	69	62-78	2	5.1
Spelling	89	81-98	23	9.6
Math Computation	92	83-102	30	8.0
Reading Composite*	79	74-85	8	N/A

* Reading Composite = Word Reading + Sentence Comprehension

Mr. Smith's academic skills range from the 11th grade (almost 12th) in his ability to pronounce words to the 5th grade in being able to understand what he reads. This is generally consistent with his cognitive abilities. The fact that his verbal abstract reasoning abilities are less well developed (Similarities subtest) might explain why his ability to understand what he reads is his least well-developed academic skill (Sentence Comprehension). His spelling and math skills are at the 9th and 8th grade, respectively. In light of the fact that he graduated from high school, his reading, spelling, and math should all be higher. However, with his verbal abilities being in the borderline range of cognitive functioning, his lower academic performance can perhaps be understood.

Personality/Emotional:

Mr. Smith is suffering from Major Depressive Disorder, which may be recurrent, Generalized Anxiety Disorder with Posttraumatic features, and a personality disorder with avoidant features. He has used drugs and alcohol to numb the pain. Each of these conditions is discussed below.

**Psychological Evaluation Screening
Mr. John Smith**

Mr. Smith is experiencing a major depressive disorder. He is sad, feeling guilty about things he has done, feeling disappointed in himself, having sleep and appetite disturbances, is restless and wound up, and is more irritable than usual (BDI = 23, Moderate Depression; MCMI-III Depressive Disorder BR = 75).

He also has high levels of anxiety and is worrying about many aspects of his future (MCMI-III Anxiety = 90). His anxiety is also associated with a number of posttraumatic features, including dissociation (“daydreaming”). These findings are supported by the TSI, which had elevations on intrusive experiences and defensive avoidance. This means that Mr. Smith has internal experience that distract him from daily events. He also engages in numerous activities to avoid recalling painful experiences. On the TSI he endorsed having experiences such as flashbacks, suppressing thoughts about the past, trying to block out memories, and momentarily seeing or hearing something upsetting from the past.

It is likely that both of these conditions (depression and anxiety) are associated with painful and traumatic experiences occurring from his childhood forward. These include his witnessing of his father’s physical and emotional abuse of his mother and sister; the chaos of his early life with late-night escapes from his father’s drunken wrath; his being strenuously punished by his father; the loss of many relatives when young; his being excessively teased at school; and being stabbed in adulthood. His shame at these experiences is ongoing since he has hardly ever shared them with anyone. It is most likely that the sexual attack that resulted in his recent incarceration (which he does not recall at all) was a traumatic repetition of events he may have experienced in childhood.

These childhood events created deep pain in Mr. Smith, pain that he attempted to avoid by being a “workaholic” as well as by excessive drug and alcohol use. Until Mr. Smith has had adequate opportunity to process these events and work through his pain, it is possible that he might act out his pain again, either through a crime such as the one he committed, or through alcohol use, drug use, or workaholism. In our society, being a “workaholic” is neither a crime nor penalized. But in Mr. Smith’s case, it is a behavior to avoid his pain. In-depth long term therapy, as well, perhaps as psychiatric medication, would provide the best means of healing Mr. Smith’s inner pain and his avoiding acting out the pain.

Note: Please see section 8.3, Technical and Price Proposals, of the solicitation for the use of this Attachment