

**Request for Proposal -
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52.212-4 Contract Terms and Conditions-Commercial Items (Dec 2001)

(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. 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 52.2331, 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

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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. 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-

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.2125(b) for the appropriate EFT clause. 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

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appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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.

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(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.

® 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. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of clause)

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1. Contracting Officer

a. The Contractor shall forward all correspondence addressed to the Contracting Officer listed below:

Angela M. Simmons

D.C. Pretrial Services Agency

633 Indiana Avenue, NW

Suite 1100

Washington, D.C. 2004

Telephone (202) 220-5644

Fax (202) 220-5739

b. 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 shall not obligate the Government to pay the Contractor for those efforts.

2. Contracting Officer's Technical Representative (COTR)

a. The performance of work required herein shall be subject to the technical direction of the cognizant COTR or other representative of the Contracting Officer with respect to technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor, which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other clause of this contract.

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b. To be valid, technical direction:

- (1) Must be issued in writing consistent with the general scope of work set forth in the contract.
- (2) Shall not change the expressed terms, conditions, or specifications incorporated into this contract; and
- (3) shall not constitute a basis for extension to the contract delivery schedule or contract price.

c. The COTR for this contract is listed below:

Devin Bassett (202) 220-5670

3. Invoicing Procedures

a. Payment for services rendered shall be made no more than one time per month upon receipt of an original and three copies of a properly executed invoice. The invoice must be signed and dated and have the name and telephone number of a point of contact in case of a discrepancy. To constitute a properly executed invoice, the Contractor shall use the PSA Monthly Invoice Form or a similar format, which includes the following:

- The Contract Number
- The Contractor's name, Tax ID Number and mailing address
- Billing Period

b. Invoices for services for work performed under this contract shall be submitted to the Contracting Officer for payment not later than the 10th of the month for services provided in the preceding month. The Contracting Officer will review the invoice to ensure the information is correct and verify that the services have been received. The Contracting Officer will then certify the invoice for payment and forward to the Accounting Officer.

c. If an invoice is received with inaccurate information, that invoice shall be returned unpaid by the Contracting Officer within seven days. Note: The Contracting Officer will not hold the invoice or make corrections but rather will return the invoice in dispute to the Contractor. The Contractor shall make the required corrections and submit a corrected invoice for payment.

d. All follow-up invoices shall be clearly marked "Duplicate of Original". All questions regarding payment should be directed to the Contracting Officer at (202)220-5667.

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4. Term of Contract

The term of the basic contract performance period shall begin from the date the contract is awarded through September 30, 2002 with four (4) one-year optional performance periods. The length of the contract shall not exceed 60 months. The exercise of any option period is subject to the availability of funds at the time of the exercise of the option.

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

The Government may require continued performance of any services within the limits and at the rate specified in the contract. These rates may be adjusted only as a result of any 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 six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days of the contract expiration.

6. Option to Extend the Term of the Contract (Mar 2000)(Far 52.217-9)

a. The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of the contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days. The preliminary notice does not commit the Government to an extension.

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

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

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52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Dec 2001)

(a) The Contractor shall comply with the following 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) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 or components:

[Contracting Officer must check as appropriate.]

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

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). (ii) Alternate I to 52.219-5.
 (iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). (ii) Alternate I of 52.219-23.

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(9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)). (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a - 10d).

(19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). (ii) Alternate I of 52.225-3. (iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

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 (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C./ 3332).

 (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

 (27) 52.239-1 Privacy or Security Safeguards (5 U.S.C. 52a).

 (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

 (ii) Alternate 1 of 52.247-84.

(c) The Contractor shall comply with the FAR clauses in this paragraph ©, applicable to commercial services, which 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 or components:

[Contracting Officer Check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 206 and 41 U.S.C. 351.. et seq.).

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

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

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

(5) 52.222-47, SCQ Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(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 52.2152, Audit and Records-Negotiation.

(1) The Comptroller General of the United Sates, or an authorized representative of the comptroller General, shall have access to and right to

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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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C 351, et seq.).

(End of Clause)

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1. FAR Clause 52,212-2 Addendum, incorporated by reference. The full text of a solicitation provision may be accessed electronically at this address: www.far.gov

a. **Type of Award.** The Government contemplates award of a **FRIM FIXED PRICE CONTRACT** resulting from this solicitation.

b. **Contractor Inquires.**

(1) When addressing questions concerning any aspect of this solicitation, state the page number, section, and paragraph number needing clarification. Offerors may submit the question to the following address or fax number.

Address: D.C. Pretrial Services Agency
Attn: Angela Simmons (angela.simmons@psa.gov)
Or
Pamela M. Durrett (Pamela.durrett@psa.gov)
633 Indiana Avenue, NW Suite 1100
Washington, DC 20004

Fax No.: 202-220-5500

(2) No information concerning this solicitation or request for clarification will be provided in response to telephone calls from the offerors. Written inquiries will be answered in writing and provided to all offerors.

2. Past Performance Documentation – potential offerors must submit past performance information to D.C. Pretrial Services Agency 4:00 p.m. EST January 12, 2009. If an offeror has no relevant past performance history, then the offeror must affirmatively state it possesses no relevant, directly related, or similar past performance.

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If an offeror does not indicate whether past performance exists, the offeror's proposal may be ineligible for award.

52.212-3 Offeror Representations and Certifications-Commercial Items (Dec 2001)

(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.

"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 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

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owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

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

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

(b) *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 (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

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

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

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.60494;

o Other _____.

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(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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:

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(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 four designated industry groups (DIGs).]* The offeror represents as part of its offer that it is, or 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 four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
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 52.21923, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.21925, 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, or 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

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more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(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:_____.*]

(d) *Representations required to implement provisions of Executive Order 11246-*

(1) **Previous contracts and compliance.** The offeror represents that-

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **Buy American Act-Balance of Payments Program Certificate.** (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy

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American Act-Balance of Payments Program-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 as defined in the clause of this solicitation entitled "Buy American Act-Balance of Payments Program-Supplies" 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.

(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-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.2253, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program, 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 as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin

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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." 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:

	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-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000)*. 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-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products:

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[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000)*. 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) 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-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

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, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin

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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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 Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(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, or receiving stolen property; and are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) *Listed end products.*

Listed End Products	Listed Country of Origin
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DISTRICT OF COLUMBIA PRETRIAL SERVICES AGENCY
CUSTODIAL SERVICES

BLOCK 20 Continued

SUPPLIES/SERVICES AND PRICES OR COST

Base Year: Date of Award through September 30, 2009

Custodial Services

<u>CLIN</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Cost</u>
<u>Suite 1136</u>					
1001	Custodial Services in Accordance with the attached Statement of Work				
1001A	General Cleaning Services in Accordance with SOW Para. 3.1.	9	MO	\$ _____	\$ _____
1001B	High Cleaning Services in Accordance with SOW Para. 3.2	1	EA	\$ _____	\$ _____
<u>Suite 6150</u>					
1001C	General Cleaning Services In Accordance with SOW Para. 3.1	9	MO	\$ _____	\$ _____
1001D	High Cleaning Services in Accordance with SOW Para. 3.2.	1	EA	\$ _____	\$ _____

High Cleaning to be Performed in May of Basic Contract Period.

DISTRICT OF COLUMBIA PRETRIAL SERVICES AGENCY
CUSTODIAL SERVICES

BLOCK 20 Continued

SUPPLIES/SERVICES AND PRICES OR COST

Option Year 1 October 1, 2009 through September 30, 2010

Custodial Services

<u>CLIN</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Cost</u>
<u>Suite 1136</u>					
1001	Custodial Services in Accordance with the attached Statement of Work				
1001A	General Cleaning Services in Accordance with SOW Para. 3.1.	12	MO	\$ _____	\$ _____
1001B	High Cleaning Services in Accordance with SOW Para. 3.2	1	EA	\$ _____	\$ _____
<u>Suite 6150</u>					
1001C	General Cleaning Services In Accordance with SOW Para. 3.1	12	MO	\$ _____	\$ _____
1001D	High Cleaning Services in Accordance with SOW Para. 3.2.	1	EA	\$ _____	\$ _____

High Cleaning to be Performed in October and May.

DISTRICT OF COLUMBIA PRETRIAL SERVICES AGENCY
CUSTODIAL SERVICES

BLOCK 20 Continued

SUPPLIES/SERVICES AND PRICES OR COST

Option Year 2 October 1, 2010 through September 30, 2011

Custodial Services

<u>CLIN</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Cost</u>
<u>Suite 1136</u>					
1001	Custodial Services in Accordance with the attached Statement of Work				
1001A	General Cleaning Services in Accordance with SOW Para. 3.1.	12	MO	\$ _____	\$ _____
1001B	High Cleaning Services in Accordance with SOW Para. 3.2	1	EA	\$ _____	\$ _____
<u>Suite 6150</u>					
1001C	General Cleaning Services In Accordance with SOW Para. 3.1	12	MO	\$ _____	\$ _____
1001D	High Cleaning Services in Accordance with SOW Para. 3.2.	1	EA	\$ _____	\$ _____

High Cleaning to be Performed in October and May.

DISTRICT OF COLUMBIA PRETRIAL SERVICES AGENCY
CUSTODIAL SERVICES

BLOCK 20 Continued

SUPPLIES/SERVICES AND PRICES OR COST

Option Year 3 October 1, 2011 through September 30, 2012

Custodial Services

<u>CLIN</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Cost</u>
<u>Suite 1136</u>					
1001	Custodial Services in Accordance with the attached Statement of Work				
1001A	General Cleaning Services in Accordance with SOW Para. 3.1.	12	MO	\$ _____	\$ _____
1001B	High Cleaning Services in Accordance with SOW Para. 3.2	1	EA	\$ _____	\$ _____
<u>Suite 6150</u>					
1001C	General Cleaning Services In Accordance with SOW Para. 3.1	12	MO	\$ _____	\$ _____
1001D	High Cleaning Services in Accordance with SOW Para. 3.2.	1	EA	\$ _____	\$ _____

High Cleaning to be Performed in October and May.

DISTRICT OF COLUMBIA PRETRIAL SERVICES AGENCY
CUSTODIAL SERVICES

BLOCK 20 Continued

SUPPLIES/SERVICES AND PRICES OR COST

Option Year 4 October 1, 2012 through September 30, 2013

Custodial Services

<u>CLIN</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Cost</u>
<u>Suite 1136</u>					
1001	Custodial Services in Accordance with the attached Statement of Work				
1001A	General Cleaning Services in Accordance with SOW Para. 3.1.	12	MO	\$ _____	\$ _____
1001B	High Cleaning Services in Accordance with SOW Para. 3.2	1	EA	\$ _____	\$ _____
<u>Suite 6150</u>					
1001C	General Cleaning Services In Accordance with SOW Para. 3.1	12	MO	\$ _____	\$ _____
1001D	High Cleaning Services in Accordance with SOW Para. 3.2.	1	EA	\$ _____	\$ _____

High Cleaning to be Performed in October and May.