

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER
 PAGE 1 OF
 81

2. CONTRACT NUMBER
 3. AWARD/EFFECTIVE DATE
 4. ORDER NUMBER
 5. SOLICITATION NUMBER
 CSOSA-09-R-0008
 6. SOLICITATION ISSUE DATE
 March 24, 2009

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME
 Carrie L. Cross
 b. TELEPHONE NUMBER (no collect calls)
 (202) 220-5729
 8. OFFER DUE DATE/ LOCAL TIME 11:00 A..M.
April 28, 2009

9. ISSUED BY
 CODE
 Court Services and Offender Supervision Agency
 Office of Procurement
 633 Indiana Avenue, NW, Suite 880
 Washington, DC 20004
 10. THIS ACQUISITION IS
 UNRESTRICTED OR
 SET-ASIDE
 SMALL BUSINESS
 HUBZONSMALL BUSINESS
 SERVICE-DISABLED VETERAN- BUSINESS
 % FOR
 EMERGING SMALL BUSINESS
 NAICS: 334220
 SIZE STANDARD:
 750 Employees
 8(a)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATED
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
 CODE
 Court Services and Offender Supervision Agency
 Community Supervision Services
 300 Indiana Avenue, NW, Suite 2125
 Washington D.C. 20001
 16. ADMINISTERED BY
 CODE
 Same as block 9

17a. CONTRACTOR/OFFEROR
 CODE FACILITY
 18a. PAYMENT WILL BE MADE BY
 CODE
 Court Services and Offender Supervision Agency
 Financial Management
 633 Indiana Avenue, NW, Suite 855
 Washington DC 20530
 Phone: (202) 220-5714
 TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DEFERENT AND PUT SUCH ADDRESS IN OFFER.
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attached Additional Sheets as Necessary)				
	The Contractor shall provide all labor, supervision, equipment, and data necessary to provide for tracking offenders using Global Positioning Satellite in accordance with the attached terms and conditions. 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)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN One (1) 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.
 29. AWARD OF CONTRACT. REF. _____ OFFER ON DATED _____ YOUR OFFERON 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)
 Carrie L. Cross
 31c. DATE SIGNED

TABLE OF CONTENTS

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS 4

- B-1 DESCRIPTION OF SERVICES..... 4
- B-2 CONTRACT TYPE..... 4
- B-3 ESTIMATED QUANTITIES 4
- B-4 SUPPLIES OR SERVICES AND PRICES / COSTS..... 5

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT 7

- C-1 AGENCY MISSION 7
- C-2 SCOPE OF WORK..... 7
- C-3 DESCRIPTION OF SERVICES..... 7
- C-4 TRACKING EQUIPMENT REQUIREMENTS 7
- C-5 PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES 14

SECTION D - PACKAGING AND MARKING..... 15

- D-1 MARKING 15

SECTION E- INSPECTION AND ACCEPTANCE 16

- E-1 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)..... 16

SECTION F - DELIVERIES OR PERFORMANCE..... 16

- F-1 PERIOD OF PERFORMANCE 16
- F-2 PLACE OF PERFORMANCE 17
- F-3 DELIVERABLES..... 17
- F-4 EMERGENCIES..... 17
- F-5 NOTICE TO THE GOVERNMENT OF DELAYS 18
- F-6 52.242-15 STOP-WORK ORDER (AUG 1989) 18
- F-7 52.247-34 F.O.B DESTINATION (NVO 1991)..... 18

SECTION G - CONTRACT ADMINISTRATION DATA..... 19

- G-1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL 19
- G-2 CONTRACT ADMINISTRATION 19
- G-3 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)..... 20
- G-4 ORDERING PROCESS..... 20
- G-5 INVOICING REQUIREMENTS..... 20
- G-6 ELECTRONIC PAYMENT 21

SECTION H - SPECIAL CONTRACT REQUIREMENTS 22

- H-1 52.216-1 TYPE OF CONTRACT (APR 1984) 22
- H-2 MINIMUM AND MAXIMUM QUANTITIES/AMOUNTS..... 22
- H-3 TERM OF CONTRACT..... 22
- H-4 52.216-18 ORDERING (OCT 1995)..... 22
- H-5 52.216-19 ORDER LIMITATIONS (OCT 1995) 22
- H-6 52.216-22 INDEFINITE QUANTITY (OCT 1995)..... 23
- H-7 INDEMNIFICATION..... 23
- H-8 CONTRACTOR PERSONNEL 23
- H-9 OTHER CONTRACT RESTRICTIONS..... 24
- H-10 PUBLICITY 24

SECTION I - CONTRACT CLAUSES 24

- I-1 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)..... 24

I-2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008) 26

I-3 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007) 28

I-4 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (OCT 2008).... 28

I-5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2009)..... 33

I-6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)..... 37

I-7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 37

I-8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 37

I-9 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) 37

I-10 52.224-2 PRIVACY ACT (APR 1984) 38

I-11 52.232-18 AVAILABILITY OF FUNDS (APR 1984) 38

I-12 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)..... 38

I-13 52.233-2 SERVICE OF PROTEST (SEP 2006)..... 39

I-14 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996). 39

I-15 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE..... 39 (FEB 1998). 39

I-16 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 39

I-17 FAR CLAUSES INCORPORATED BY REFERENCE..... 40

SECTION J - LIST OF ATTACHMENTS 41

SECTION K - REPRESENTATIONS AND CERTIFICATIONS 41

K-1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2009) 41

K-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) 52

K-3 CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352) 52

K-4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) 52

K-5 AUTHORIZED NEGOTIATORS 53

K-6 SIGNATURE BLOCK 53

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFORERS OR RESPONDENTS 54

L-1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUNE 2008)..... 54

L-2 ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS..... 56

L-3 PROPOSAL ACCEPTANCE PERIOD..... 57

L-4 PROPOSAL PREPARATION INSTRUCTIONS 57

L-5 COMMUNICATIONS/QUESTIONS/INQUIRIES 61

L-6 PROPOSAL SUBMISSION 62

SECTION M – EVALUATION FACTORS FOR AWARD..... 62

M-1 EVALUATION CRITERIA – FACTORS FOR AWARD 62

M-2 BASIS FOR AWARD 63

ATTACHMENT 1 64

ATTACHMENT 2 71

ATTACHMENT 3 72

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 DESCRIPTION OF SERVICES

The Contractor shall provide all labor, supervision, equipment, and data necessary to provide for tracking offenders using Global Positioning Satellite. These services shall be provided to the Court Services and Offender Supervision Agency (CSOSA), in accordance with the requirements specified herein.

B-2 CONTRACT TYPE

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

B-3 ESTIMATED QUANTITIES

The actual quantities required under this contract are unknown. The quantities provided at B-4 are estimates only, assume a 4% growth rate in the out years, and will vary according to the requirement of the Court Services and Offender Supervision Agency. The figures shown were calculated by multiplying an estimated number of active units per month by 30 days for each month.

B-4 SUPPLIES OR SERVICES AND PRICES / COSTS

GSP MONITORING EQUIPMENT AND TRACKING SERVICES

The Contractor shall provide a firm-fixed price for devices/services actively in use as identified below. The Government will not pay for equipment that is not in use (e.g., inactive units, shelf stock, etc.). The Contractor shall define a **UNIT OF LOST EQUIPMENT** in their proposal.

***Note: The estimates provided are for evaluation purposes only and do not represent any guarantee on the Government's part to order the quantities listed.**

BASE YEAR: 10/01/2009 THROUGH 09/30/2010

Item	Description	*Estimated Number of Days	Units	Unit Price	Amount
0001	Active Monitoring and Tracking Devices	67,392	Per Day	\$ _____	\$ _____
0002	Hybrid Monitoring and Tracking Devices	269,568	Per Day	\$ _____	\$ _____
0003	Passive Monitoring and Tracking Devices	50	Per Day	\$ _____	\$ _____
0004	Lost Equipment as Defined		Per Unit	\$ _____	\$ _____
Total					\$ _____

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

Item	Description	*Estimated Number of Days	Units	Unit Price	Amount
1001	Active Monitoring and Tracking Devices	70,088	Per Day	\$ _____	\$ _____
1002	Hybrid Monitoring and Tracking Devices	280,351	Per Day	\$ _____	\$ _____
1003	Passive Monitoring and Tracking Devices	50	Per Day	\$ _____	\$ _____
1004	Lost Equipment as Defined		Per Unit	\$ _____	\$ _____
Total					\$ _____

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

Item	Description	*Estimated Number of Days	Units	Unit Price	Amount
2001	Active Monitoring and Tracking Devices	72,892	Per Day	\$ _____	\$ _____
2002	Hybrid Monitoring and Tracking Devices	291,565	Per Day	\$ _____	\$ _____
2003	Passive Monitoring and Tracking Devices	50	Per Day	\$ _____	\$ _____
2004	Lost Equipment as Defined		Per Unit	\$ _____	\$ _____
Total					\$ _____

B-4 SUPPLIES OR SERVICES AND PRICES / COSTS CONTINUED

GSP MONITORING EQUIPMENT AND TRACKING SERVICES

The Contractor shall provide a firm-fixed price for devices/services actively in use as identified below. The Government will not pay for equipment that is not in use (e.g., inactive units, shelf stock, etc.). The Contractor shall define a **UNIT OF LOST EQUIPMENT** in their proposal.

***Note: The estimates provided are for evaluation purposes only and do not represent any guarantee on the Government's part to order the quantities listed.**

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

Item	Description	*Estimated Number of Days	Units	Unit Price	Amount
3001	Active Monitoring and Tracking Devices	75,808	Per Day	\$ _____	\$ _____
3002	Hybrid Monitoring and Tracking Devices	303,228	Per Day	\$ _____	\$ _____
3003	Passive Monitoring and Tracking Devices	50	Per Day	\$ _____	\$ _____
3004	Lost Equipment as Defined		Per Unit	\$ _____	\$ _____
Total					\$ _____

OPTION YEAR FOUR: 10/01/2013 THROUGH 09/30/2014

Item	Description	*Estimated Number of Days	Units	Unit Price	Amount
4001	Active Monitoring and Tracking Devices	78,840	Per Day	\$ _____	\$ _____
4002	Hybrid Monitoring and Tracking Devices	315,357	Per Day	\$ _____	\$ _____
4003	Passive Monitoring and Tracking Devices	50	Per Day	\$ _____	\$ _____
4004	Lost Equipment as Defined		Per Unit	\$ _____	\$ _____
Total					\$ _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 AGENCY MISSION

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

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

C-2 SCOPE OF WORK

The Contractor shall provide all labor, supervision, and equipment necessary to provide for tracking Offenders using Global Positioning Satellite. These services shall be provided to the Court Services and Offender Supervision Agency (CSOSA), in accordance with the requirements specified herein.

C-3 DESCRIPTION OF SERVICES

The Contractor shall provide continuous Active (near-real-time), Hybrid (combination of Active and Passive features), and Passive remote location monitoring services that utilize the Global Positioning Satellite (GPS) technology to manage, monitor, and report day-to-day movement activities of offenders.

No equipment is purchased by the Government, but is provided by the Contractor as part of the services requested.

C-4 TRACKING EQUIPMENT REQUIREMENTS

C.4.1 – ACTIVE TRACKING DEVICES

(a) The Active one-piece device shall emit an RF signal at least once every 30 seconds. The device provides near real-time violation notification and near real-time offender tracking. It is connected to a wireless network and programmed to call on a schedule, when events occur and on demand. An active device calls on a schedule, minimally every 10 minutes, with its tracking and event data. However, the device will call immediately when certain events occur. The device can also be remotely contacted to force the device to call back with its data immediately.

(b) The device shall collect GPS location data once per minute and in the absence of offender violations monitoring data transmits every 10 minutes.

C.4.2 – HYBRID TRACKING DEVICE

(a) The Hybrid one-piece tracking device is connected to a wireless network and programmed to provide on demand and on event communications. The Hybrid device will call immediately when certain events occur and be capable of being remotely contacted to force the device to call back with its data immediately. The Hybrid device shall collect GPS location data once per minute and transmit data twice daily, but can be pinged to call in data earlier and have the capability to call immediately when certain events occur.

(b) The Hybrid tracking device shall provide the ability to easily and quickly convert to active GPS monitoring without changing out equipment. CSOSA shall have the ability to call, email or fax the monitoring and technical support center at anytime to switch the device from hybrid to active monitoring capabilities.

C.4.3 – PASSIVE TRACKING DEVICE

(a) The Passive device receives and stores all monitoring data onboard until the offender enters the RF tethering range of the home base unit. The Passive device shall use a standard landline telephone connection to transmit data to an Internet-based tracking application. The Passive device shall have the capability to be installed at an offender's residence and be powered by a standard AC electrical outlet.

C.4.4 – REQUIREMENTS OF ALL TRACKING DEVICES

(a) All devices shall be F.C.C. certified one-piece devices housing the receiver and transmitter into a single unit. Device straps shall be either adjustable to fit any size offender, or varying-sized straps shall be provided as an alternative. The strap will be installed on an offender's ankle.

(b) All devices shall be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious upon visual inspection. It is preferred the device have a proximity tamper detection capacity, i.e. density, temperature, should the defendant/offender remove the device from his/her body.

(c) All devices shall continue to transmit a signal even after a "tamper" has occurred. In the event a tamper does occur, the device shall not terminate the signal, shut down, or "reset" itself in any way. The device shall be configured so that once a tamper is generated it shall remain in a tampered state until an Electronic Monitoring Technician resolves it (whether by reattaching, restarting, or resetting the transmitter).

(d) All devices shall be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions. The device shall not pose a safety hazard or unduly restrict the activities of the offender.

(e) The transmitter's signal range shall be no greater than 300 feet under normal household conditions with a typical range of 100-150 feet. CSOSA shall be able to differentiate between GPS signals and cellular tower signals.

(f) All devices shall have internal non-removable battery power. Battery shall be capable of being recharged on two forty five minute charging sessions or less and shall hold a battery charge for at least 24 hours or longer.

(1) Devices shall provide a low power signal to indicate that the device should be recharged.

(2) The Contractor shall provide any replaceable power sources for use with the device.

(g) All devices shall collect GPS location data once per minute.

(h) All devices shall have the capability to transmit monitoring data using a cellular network or through a radio frequency (RF). CSOSA shall be able to differentiate between GPS signals and cellular tower signals.

(i) All devices shall emit an RF signal at least once every 30 seconds and the signal content shall identify the offender, power status, and tamper/removal status, and be encrypted to discourage duplication.

C.4.4 – MONITORING SERVICES AND ASSOCIATED MONITORING CAPABILITIES

(a) Offeror software shall have an organizational style (HIERARCHY) to replicate the CSOSA organizational hierarchy of offices. Software capabilities must allow CSOSA to add other agencies, specifically law enforcement agencies into the systems outside the hierarchy for data sharing purposes. The software must allow CSOSA to control access to the system by limiting user access to office level, branch, level, and or agency level as necessary.

(b) The GPS system shall provide continuous location monitoring of the offender's location within a range of plus or minus 25 meters. The vendor shall provide the frequency at which the active unit collects GPS location information and the frequency in which data is transmitted to the monitoring network. CSOSA shall be capable of increasing or decreasing the call out frequency of the unit from the standard call out rate.

(c) The remote interface used by officers for this system shall include a PC-based map overlay that enables CSOSA to set both geographical areas of exclusion and inclusion for specified dates and times. The software must enable CSOSA to view the movement history of an offender and to monitor associations among remotely monitored offender's. The remote interface shall also allow CSOSA to enter information to initiate multiple alert notifications (e.g., victims, officers, law enforcement) for specified key events.

(d) Maps must contain detailed information pertaining to schools, parks, and other public areas. The ability to overlay GPS locations on GIS mapping is preferred.

(e) The contractor shall make all GPS location information, including latitude and longitude, on all defendants/offenders available to law enforcement agencies for the integration of crime scene data. Daily transmission of crime data may be required.

(f) The contractor shall be able to provide historical data on monitored offenders for a period of no less than one year. Data shall be accessible to CSOSA upon request.

C.4.5 – KEY EVENTS (ALERTS) FOR REMOTE LOCATION MONITORING SYSTEM

To ensure compliance with Remote Location Monitoring system restrictions, the Contractor shall test for the location of the offender at specific locations during prescribed hours. The Contractor shall notify CSOSA of any, or all, of the following system applicable Key Events (alerts) including but not limited to:

- (1) Unauthorized entry and departure into a set exclusion zone.
- (2) Unauthorized entry and departure from a set inclusion zone.
- (3) Unauthorized absence from his or her residence.
- (4) Transmitter out of range (Portable Monitoring Unit not receiving Transmitter Signal).
- (5) Equipment malfunctions (all installed components).
- (6) Tampering with equipment (all installed components).
- (7) Power degradation (electrical loss or reserve backup power low).
- (8) Location verification failure (includes loss of GPS signals).
- (9) Missed calls from the Monitoring unit (including loss of residential telephone contact for continuous remote location monitoring feature).
- (10) Motion, no GPS.
- (11) Velocity.
- (12) Low Battery Alerts.

The vendor shall provide CSOSA, through the internet or vendor software, the ability to adjust the amount of time elapsed before an alert is generated on each key event. Furthermore, Electronic Monitoring Technician must contact the monitoring center via phone or internet to acknowledge and close alerts. Any alert not closed by the officer within an agency-specified time period will be reported to the supervisors or designated officer/officers. Alerts must be sent via text message, e-mail, fax, and/or voice communication as directed by CSOSA. All alerts must include the name of the defendant/offender, nature of the alert, officer's name, and contact numbers for the offender.

The Contractor shall record and store information obtained about Key Events at a central location which allows officers remote access to set up the location parameters and schedules with the ability to view, print, or download offender monitoring data.

C.4.6 – REMOTE ACCESS TO MONITORING SYSTEM

The Contractor shall provide CSOSA users a remote and automated capability for accessing the monitoring system to view, print, download, and enter/modify offender monitoring information, and to close alerts (i.e., web-enabled).

- (1) The Contractor shall provide one or more additional definable fields to allow for local customization of the system to accommodate the desire to input and maintain other information as needed. The system shall have the ability to query the database by any field, to sort by any field, and to search by any field. The system shall have the capability to create a separate report of each officer's assigned cases with related case information.
- (2) The remotely accessible system shall minimize user interaction whenever possible. Utilization of a scheduled batch facility for automatic off-hours production of reports is one example of minimized user interaction. The system shall also keep a behind the scenes historical transaction record of up to ten updates. The transactional log shall record the login ID and date of update for the last ten updates.
- (3) The remotely accessible system shall provide a separate management/supervisor interface so that office managers may provide effective oversight of officers accessing the monitoring system. The system must provide management/supervisors reports including caseload by officer, total units, inventory control, and names and number of days removed for violation. The system must allow for storing agency pre-defined zones which can be applied to any offender.
- (4) The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to offender data. The system shall have an appropriate security monitoring system at multiple levels (e.g., HTTPS, SSL, firewall, database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.
- (5) Upon the occurrence of any Key Event the monitoring system shall notify the officer using the officer's selected options and schedule. Furthermore, there shall be provided an option for officers to call the monitoring center to close alerts, in addition to the ability to do so via the internet. The monitoring system must allow for weekend/holiday duty, officer assignments, temporary duty/coverage assignments, and ability to notify supervisors if alerts are not closed within a specified time period.
- (6) The Contractor's system shall be capable of providing for multiple notifications to multiple persons/agencies by pager, telephone, or email.

C.4.7 – OPERATION OF MONITORING SYSTEM

If Contractor's system utilizes a Monitoring Center, Contractor shall appropriately staff monitoring center continuously, 24 hours a day, 7 days a week, and provide 24/7 technical GPS assistance. The monitoring system shall promptly detect and notify officers, via e-mail, text message, phone call, or fax of Key Event(s). If remote access is temporarily inoperable, the Contractor shall implement the process identified in the quality control plan to detect and notify the COTR of all key events and respond to all inquiries from CSOSA. Internet sites shall be Windows 5.1 mobile compatible. Additionally, the Contractor shall provide immediate notification when the website returns to an operational state.

The Contractor shall maintain a plan for movement to a backup monitoring system within a reasonable amount of time following a monitoring system malfunction. The plan must be made a part of the Quality Control Plan and be approved by the COTR.

In case of equipment or communication line failure the Contractor shall provide delivery of required notices (alerts, daily reports, violations etc), by overnight delivery to guarantee that no interruption in service occurs.

C.4.8 – EQUIPMENT INVENTORY, SPARES, AND MAINTENANCE

The Contractor shall maintain the following spare equipment/unit inventory:

- The Contractor shall provide the equivalent of 20% of their average activated units, but never less than five units, whichever is higher, as spare equipment for on-shelf availability, free of charge. When the spare inventory is significantly reduced or depleted, upon request by the COTR, the Contractor shall immediately ship replacement units by overnight delivery at the cost of the Contractor. At any time that the inventory becomes in excess of the allowed number of spares, CSOSA shall return the excess equipment at the Contractor's expense, unless the Contractor otherwise permits the CSOSA to exceed the shelf stock allowance. The Contractor shall be the Original Equipment Manufacturer (OEM) of the one-piece GPS device – the Contractor shall not be a reseller of another company's product.

Special needs may arise where additional inventory may be needed (e.g., a large scale arrest involving a large number of offenders or a surge in probation supervision casework, etc.). The Contractor agrees to make reasonable efforts to accommodate additional inventory as requested by the COTR.

Contractor shall provide labels with all devices shipped "if found, please call Court Services and Offender Supervision Agency (202) 585-7348".

The Contractor agrees to bill CSOSA only for units that are actively in use. CSOSA shall not pay for equipment that is not in use (e.g., inactive units, shelf stock, etc.).

In case of equipment failure, the Contractor shall be responsible for providing replacement equipment, in addition to a diagnostic report of the equipment's failure. The Contractor shall replenish or increase the inventory within 24 hours after notification of a need. All such replacements shall be provided by overnight delivery at the Contractor's expense.

The Contractor shall provide the ability to query, through the internet, Contractor software, or other means, all monitoring units and transmitters assigned to CSOSA. The listed data at a minimum should include the unit number, unit type (active, hybrid, or passive), status of unit (operational or inactive) and assigned offender.

The Contractor shall maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement. All units must be "bench tested" and certified as new for operation. The Contractor shall be responsible for all repair, replacement and shipping costs, except where any fault lies with the offender or CSOSA.

The Contractor shall supply sufficient nondurable items, (e.g., spare straps and all other necessary parts for attaching and maintaining equipment/units), to allow timely installation and the servicing of current inventory.

Return shipping to the Contractor of excess or non-operational equipment shall be conducted by the COTR in accordance with the shipping method required by the Contractor. All shipping expenses are the responsibility of the Contractor.

C.4.9 – SECURITY

- a. **User Security** – The system shall identify and authenticate all users prior to granting access to the system. In addition, the system shall allow for the partitioning of functionality and access according to security groups or roles. The system shall integrate with the agency security model without causing any systemic risk. Finally, the system shall comply with the latest FISMA and FIPS security regulations.

- b. **Data Security** – Agency sensitive data shall be maintained in a secure manner with access by contractor employees tightly controlled and monitored. All system backups and/or data dumps must be encrypted using 256-bit AES or stronger encryption.
- c. **Security Requirement for Contractor Personnel** – At the discretion of the CSOSA Office of Security, all Contractor personnel are subject to a Government background investigation. 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. Background investigations may be required prior to performance under this contract.

C.4.10 – SECURITY SAFEGUARDS OF MONITORING SYSTEM INFORMATION

The Contractor shall specify the security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility by monitoring employees or other staff. The Contractor shall include a listing of the employees authorized to make changes or modify offender data or other Government program settings should this be requested by CSOSA. The Contractor shall detail how the company determines and maintains this authorization to employees.

The Contractor shall provide security codes to the Government to guarantee the security of data modifications made remotely or over communications systems/lines with the monitoring system or manually on the telephone with a monitoring center employee.

The Contractor shall provide information on monitoring system architecture to include the hardware, software, and power source(s). This shall include a description of contingency plans for system failures, such as notifying CSOSA.

C.4.11 – AUTOMATED DATA FEED REQUIREMENT

The Contractor shall provide an automated data feed to CSOSA's SMART STAT system. Data shall include violation activity summaries and event activities summaries for all offender's being tracked. The Contractor must have this data feed in place within thirty days of first offender enrollment.

The Contractor shall provide automated crime scene data defined as the ability to automatically generate crime scene reports. The reports shall have the ability to identify when one or more offenders on GPS tracking was/is in the vicinity of a crime (i.e. "crime hits"). Crime scene data shall include the ability to provide simultaneous tracking locations for all offenders on GPS in relation to the crime. Data shall include whether or not offenders were in their respective inclusion/exclusion zones, the date the offender was in the area, the offender's time in the respective area, and the speed of the offender's was traveling.

The system must permit automated crime scene data from CSOSA databases or CSOSA law enforcement partner databases. All data must be saved for future use.

C.4.12 – TRAINING

The Contractor shall provide at least one (1) initial training session concerning the operation and installation of the monitoring equipment and systems specified under this contract. This training shall take place in a location within CSOSA.

The training shall include written instructions concerning use of the monitoring system and equipment.

The Contractor shall provide additional training as necessary, when requested by CSOSA. These training sessions can be in two media forms (on demand or live meetings) that will be offered to staff at the request of the COTR. CSOSA shall limit such additional training sessions to those situations where the training is required to properly implement and operate the monitoring program and shall not intend to cause unreasonable cost or inconvenience to the Contractor. The Contractor shall provide training when changes

have been made to the operation of the software or its capabilities.

All on-site and off-site training provided by the Contractor under this contract (other than the answering of routine questions received over the course of performance) shall be coordinated through the COTR.

C.4.13 – TESTIMONY PREPARATION AND APPEARANCE

The Contractor shall be competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed to testify on behalf of CSOSA. If required to provide testimony, the Contractor shall provide an expert witness to support GPS tracking and other data reported by the GPS tracking device. The person provided by the Contractor shall meet the qualifications required by the U.S. States Attorney Office, have direct responsibility for the information requested, and is subject to approval by CSOSA. The expert must be available on short notice, and provide any certified documentation. The Contractor shall be responsible for all travel and witness fees/costs.

General Qualifications include: experience in the GPS offender tracking industry, a degree in a related field, and prior experience providing expert testimony on the subject of GPS offender tracking.

The Contractor shall notify the COTR immediately upon receipt of any legal process requiring disclosure of offender records. The Contractor shall not release any information without authorization from CSOSA.

C.4.14 – RECORDS AND REPORTS

The Contractor shall maintain for inspection and examination by authorized CSOSA personnel all offender records associated with the contract for the contract life. At the end of the contract life, all records shall become the exclusive property of CSOSA.

The Contractor shall submit a written report to the COTR with the following information from the preceding month by the tenth day of every month:

- (1) Installations/terminations by offender.
- (2) Monitoring units (active) operating at the end of each month.
- (3) Offender schedule changes and alerts by case type.
- (4) Transmitters returned for repair.
- (5) Monitoring units returned for repair.
- (6) Time taken by monitoring center staff to answer officers/agents/investigators calls.
- (7) Alerts of specific key events.
- (8) Calls to officers.
- (9) Ratio of false alerts to verifiable alerts.
- (10) Monthly reports detailing tests and findings on non-operational equipment (e.g. false alerts, equipment failures, etc.) and the name of the offender previously associated with the equipment.

CSOSA reserves the right to request additional management reports throughout the contract performance period.

The Contractor shall maintain data to include, but is not limited to the following information:

- (1) The number of equipment units (e.g., transmitters and monitoring units) installed and disconnected for any selected date/time period.
- (2) The number of equipment units disconnected each month.
- (3) The active number of offenders for any selected date/time period; the to/from dates during that billing cycle of each offender's active connection.
- (4) The number of officer notifications by type of violation, for any selected date/time period.

- (5) The Contractor shall maintain a log of all equipment units returned for repair.
- (6) Billing charges by offender.

C.4.15 – LOST EQUIPMENT

CSOSA will make every attempt possible to recover lost equipment. The Contractor shall provide the COTR and Contracting Officer with a quarterly lost equipment report. The lost equipment report shall be provided no later than the tenth day of the month for equipment lost during the previous quarter. The contractor shall submit no later than August 30th an invoice for all lost equipment identified through August 1st of the current Task Order period. The Contractor shall provide a 10% allowance for unrecoverable or lost equipment at no cost to CSOSA. The Government will reimburse the Contractor the fixed-fee identified in Section B-4 for each UNIT above the 10% allowance that is confirmed lost, once annually.

C.4.16 – QUALITY CONTROL PLAN

The Contractor shall have a formal Quality Control Plan in place that shall address areas such as IT vulnerabilities and resolutions, technical support, detecting and preventing errors in the monitoring system performance, monitoring system performance and availability, delivery of equipment, the process to be implemented in the event of a system malfunction, personnel security issues, and to provide quality assurance for the services provided under this contract. The Quality Control Plan shall include a routine review process that addresses all areas of the Contractor's performance and each mandatory service described above. A Quality Control Plan is requested with proposal submission, and will be finalized and approved at time of award. Changes to the Quality Control Plan after award must be approved by the COTR prior to implementation.

C.4.17 – STATUS MEETINGS

Status meetings will take place between the Contractor and CSOSA at least quarterly, unless determined by the COTR that a meeting is not required during that period.

C.4.18 – EQUIPMENT AND SERVICE UPGRADES/IMPROVEMENTS

Throughout the life of the contract, the Contractor shall provide CSOSA with the most recent generation of equipment. All equipment provided under this contract shall have completed final Beta testing and shall be ready for release by the Contractor. The Contractor shall provide training when changes have been made to the operation of the software or its capabilities.

All equipment and service upgrades or changes shall be approved, in writing, by the COTR. System upgrades shall be provided by e-mail for dissemination.

C-5 *PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES*

- (a) The performance of personal services under this contract is strictly prohibited.
- (b) Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulations (FAR).
- (c) The Government and the Contractor understand and agree that the support services to be delivered under this contract are non-personal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is therefore, in the interest of the Government to afford the parties a full and complete understanding of their respective obligations.

(d) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.
- (2) Be placed in a Federal staff or policy making position.
- (3) Be placed in a position of supervision, direction, or evaluation over CSOSA personnel, or personnel of other Contractors, or become a part of a government organization.

(e) Employee Relationship

- (1) The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government.
- (2) Rules, regulations, direction, and requirements which are issued by CSOSA Management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.
- (3) The Contractor shall immediately advise the Contracting Officer if the Contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

(f) Contractor Management Responsibility

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

SECTION D - PACKAGING AND MARKING

D-1 MARKING

All required deliverables hereunder shall be in accordance with commercial practice and adequate to insure acceptance and secure arrival at destination. Delivery fees associated with performance of this contract is the responsibility of the Contractor.

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

SECTION E- INSPECTION AND ACCEPTANCE

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F-1 PERIOD OF PERFORMANCE

- (a) Under this contract, the Base Period of Performance shall be from the date of award (see Block 3 of SF1449) and shall continue through September 30, 2010. For the purpose of this contract, “contract award” is defined as the date upon which the award document is signed by the Contracting Officer.
- (b) The Government reserves the right to unilaterally exercise each of the four (4) one-year option periods, but is not obligated to do so. If exercised, each Option Period of Performance will be for one (1) year.
- (c) The anticipated performance start date (effective date) is October 1, 2009. This contract consists of a base period and five (5) options periods. The performance period for this contract is as follows:

BASE YEAR	October 1, 2009 - September 30, 2010
OPTION PERIOD 1	October 1, 2010 - September 30, 2011
OPTION PERIOD 2	October 1, 2011 - September 30, 2012
OPTION PERIOD 3	October 1, 2012 - September 30, 2013
OPTION PERIOD 4	October 1, 2013 - September 30, 2014

F-2 PLACE OF PERFORMANCE

The Contractor shall perform all services under this contract at the location(s):

Contractor to fill in facility address below:

The Contractor shall maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes, fire and safety codes) and shall not endanger the health and safety of employees and the community. The Monitoring System and/or Facility shall be located at a secure location where access to the Center and all records is restricted only to authorized individuals.

Due to the nature of equipment and services provided as a result of this contract, monitoring equipment will be used throughout various locations within the Metropolitan Washington D.C. Area. Services will be provided from the contractor's facility.

F-3 DELIVERABLES

All deliverables specified in Section C shall be made F.O.B. destination to:

EQUIPMENT DELIVERIES

Court Services and Offender Supervision Agency (CSOSA)
Office of Procurement/Carrie Cross
633 Indiana Avenue, NW
Room 887B
Washington, DC 20004

REPORTING REQUIREMENT DELIVERIES

Court Services and Offender Supervision Agency (CSOSA)
General Supervision/Carlton Butler (COTR)
300 Indiana Avenue, NW
Room 2120
Washington, DC 20004

The Contractor is permitted to submit required reporting documents through U.S. Mail, a designated Fax Machine, or through a CSOSA provided secure technical solution that requires internet connectivity. The preferred submission method shall be coordinated with the COTR.

The Contractor shall be available to meet with Government representatives in Washington, D.C., at the discretion of the Government within one (1) week following contract award to discuss plans for implementation of monitoring services including training, equipment delivery, and service activation. All equipment, training, and services necessary to monitor up to the current level of participants shall be available from the Contractor no later than twenty-four (24) hours following issuance of the initial delivery order, unless otherwise agreed upon by the Government.

F-4 EMERGENCIES

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

F-5 NOTICE TO THE GOVERNMENT OF DELAYS

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

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

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

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-7 52.247-34 F.O.B DESTINATION (NVO 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the

unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

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

G-2 CONTRACT ADMINISTRATION

- (a) This contract will be administered by:

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

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

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

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

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

G-4 *ORDERING PROCESS*

- (a) Funding for supplies or services to be provided under this contract will be obligated by Task Order.
- (b) The CO/COTR will issue orders for the equipment and services provided under the contract. Orders issued under the contract shall specify the equipment required, period of performance of the order, and total ceiling price. A written request is required.
- (c) During the period of performance for which the orders are issued under the contract, the Contractor shall be notified of the number of units required based on the delivery schedule established in the contract. Payment at the rates identified in Section B of the contract shall commence upon successful activation of the unit on the participant.

G-5 *INVOICING REQUIREMENTS*

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

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

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

Invoices.mailbox@csosa.gov

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

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

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

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

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

G-6 ELECTRONIC PAYMENT

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

(b) Method of Payment

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price / Indefinite Delivery, Indefinite Quantity (IDIQ) type of contract with Minimum and Maximum Quantities/Amounts resulting from this solicitation. Actual quantities under this contract are unknown. Orders for services furnished under this contract shall be issued in writing by the COTR and may be placed by mail, by facsimile, or by electronic commerce methods. Funds for services to be provided under this contract will be obligated by each task order.

H-2 MINIMUM AND MAXIMUM QUANTITIES/AMOUNTS

1. **GUARANTEED MINIMUM:** The Government guarantees that the minimum of **\$5,000.00** will be ordered for services over the life of this contract.

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

H-3 TERM OF CONTRACT

The term of the Base contract performance period shall begin from the date of the award through September 30, 2009 with five (5) 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.

H-4 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 **the date of award through September 30, 2010 and during any subsequent option periods, if exercised.**

(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.

H-5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$100.00**, 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 **\$500,000.00**;

(2) Any order for a combination of items in excess of **\$500,000.00**; or

(3) A series of orders from the same ordering office within **five (5)** days that together call for quantities exceeding the limitation in paragraph (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 **two (2)** 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.

H-6 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 the final option period expiration date, if exercised..

H-7 INDEMNIFICATION

(a) Hold Harmless and Indemnification Agreement

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

(b) Government Liability

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

H-8 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 not reveal, divulge, or disseminate any oral or written information obtained as a result of execution of this contract or performance of work hereunder. Improper disclosure of information is a violation of the Privacy Act.

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

(d) The Contractor, subcontractor, and their employees shall avoid compromising relationships with offender's, their families, and CSOSA staff. The Contractor shall report any conflicts of interest, improprieties, or the appearance thereof, immediately to CSOSA.

H-9 OTHER CONTRACT RESTRICTIONS

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

H-10 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.

SECTION I - CONTRACT CLAUSES

I-1 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

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

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

- (i) Have a written code of business ethics and conduct; and
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance

with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

I-2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause—

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

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

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

“Registered in the CCR database” means that—

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

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

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

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

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

(1) An Offeror may obtain a DUNS number—

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g)

(1)

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

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

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

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

**I-3 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(SEP 2007)**

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

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

I-4 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (OCT 2008)

(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—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

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

I-5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2009)

(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) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

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

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

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

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

___ (5) [Reserved]

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

___ (ii) Alternate I (Oct 1995) of [52.219-6](#).

___ (iii) Alternate II (Mar 2004) of [52.219-6](#).

___ (7)(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](#).

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

___ (9)(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](#).

___ (10) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

- __ (11) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (12)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([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](#).
- __ (13) [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](#)).
- __ (14) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (15) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- X (16) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (17) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (18) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (19) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (20) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (21) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (22) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X (23) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (24) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- __ (25) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (26)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (27) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

__ (28)(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](#).

(29) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

__ (30)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

__ (ii) Alternate I (Jan 2004) of [52.225-3](#).

__ (iii) Alternate II (Jan 2004) of [52.225-3](#).

__ (31) [52.225-5](#), Trade Agreements (NOV 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

(32) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (33) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (34) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (35) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (36) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

(37) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

__ (38) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

__ (39) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

(40) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (41)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

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

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

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

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

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

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

__ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [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.

(iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

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

(vii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(viii) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(ix) [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.*).

(x) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

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

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

I-6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

I-7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I-8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

I-9 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

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

I-10 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

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

(i) The systems of records; and

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

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

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

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

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

I-11 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

I-12 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **September 30, 2010**. 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, 2010**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I-13 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

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

Mailing Address:

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

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

I-14 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996).

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I-15 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).

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

I-16 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/>

I-17 FAR CLAUSES INCORPORATED BY REFERENCE

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
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
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY 1999
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-17	INTEREST	OCT 2008
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES – FIXED PRICE	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2009
52.246-2	INSPECTION OF SUPPLIES – FIXED-PRICE	AUG 1996
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICES)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	PAST AND PRESENT PERFORMANCE QUESTIONNAIRE		7
2	FINANCIAL REFERENCES		1
3	WAGE DETERMINATION 05-2103 (REV 6)	05/29/2008	10

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

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

K-1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2009)

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

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

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

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

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

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

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

(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 representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

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

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

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

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

(1) *Small business concern.* The offeror represents as part of its offer that it ___ 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):

Number of Employees Average Annual Gross Revenues

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

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ___ 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, ___ 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, 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 ___ 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 for other than COTS items, 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “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 for other than COTS items, 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,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

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;

(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 products.*

Listed End Product Listed Countries of Origin

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

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

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

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

(1) 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 o does o does not certify that—

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

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

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

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

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

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

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

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

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *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 (1)(3) through (1)(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.

K-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

Indicate DUNS number: _____

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

K-3 CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352)

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

K-4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The Offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision
_____ [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-5 AUTHORIZED NEGOTIATORS

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this solicitation. The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

K-6 SIGNATURE BLOCK

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

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

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Solicitation Number)

(Name of Company/Organization Represented)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

L-1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUNE 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the Offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the Offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an Offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the Offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An Offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An Offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The Offeror should indicate that it is an Offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed Offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L-2 ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

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

L-3 PROPOSAL ACCEPTANCE PERIOD

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

L-4 PROPOSAL PREPARATION INSTRUCTIONS

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

SECTION I – CERTIFICATION PACKAGE

Section I shall contain the following solicitation documents prepared in accordance with the solicitation requirements.

1. Title, Section Number, Date, and Solicitation Number of the RFP
2. Solicitation/Contract (Standard Form 1449)
3. Acknowledgement of Amendments
4. Brief introduction of the company
5. Completed Section K – (Representation and Certifications)

SECTION II – TECHNICAL PROPOSAL

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

ELEMENTS OF THE TECHNICAL PROPOSAL

Eight (8) elements have been established for this procurement. They are: (1) Description of Equipment Services and Capabilities, (2) Monitoring Services and Associated Monitoring Software Capabilities, (3) Description of Key Event (Alert) Capabilities and Notification Methods, (4) Preparation of Quality Control Plan, (5) Project Plan for Implementation, (6) IT Information Assurance Considerations, (7) IT Information Sharing Considerations, and (8) Personnel Security Considerations,.

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

1. DESCRIPTION OF EQUIPMENT SERVICES AND CAPABILITIES

The Offeror shall submit a written narrative identifying all equipment, installation instructions, and user documentation that is proposed and which shall be provided for use under this contract. The narrative shall explain or demonstrate the contractor's equipment services and capabilities addressing the approach to meeting the requirements of this solicitation. The narrative should address at a minimum each element of the Statement of Work and shall not be a simple restatement of the solicitation requirements, but rather a methodical explanation of how the Contractor will meet the contract requirements. The actual equipment is not to be included with the proposal, however, the Offeror shall provide sufficient detail to demonstrate that the equipment can provide the functionality required by the Statement of Work.

2. MONITORING SERVICES AND ASSOCIATED MONITORING SOFTWARE CAPABILITIES

The Offeror shall submit a written narrative explaining or demonstrating the contractor's monitoring services and software capabilities addressing the approach to meeting the requirements of this solicitation. The Offeror may submit computer screenshots/pictures as a way to further demonstrate the software capabilities/functionality. The narrative shall address at a minimum each element of the Statement of Work and shall not be a simple restatement of the solicitation requirements, but rather a methodical explanation of how the Contractor will meet the contract requirements. In addition to the above information, the Offeror is requested to submit a Technical White Paper for the software.

3. DESCRIPTION OF KEY EVENT (ALERT) CAPABILITIES AND NOTIFICATION METHODS

The Offeror shall submit a written narrative to describe the key event (alert) capabilities and the notification methods available. The narrative shall address at a minimum each event type identified in the Statement of Work and whether or not that capability exists as part of the services provided. The Offeror shall identify any additional key event capabilities available that have not been identified as part of the Statement of Work.

4. PREPARATION OF A QUALITY CONTROL PLAN

The Offeror shall submit a Quality Control Plan to detect errors in monitoring, prevent future errors, and provide quality assurance for the services provided under this contract. The Quality Control Plan shall include a routine review process that addresses all areas of the Contractor's performance, and each mandatory service provided in the Statement of Work. Additionally, the Quality Control Plan shall address methods used to discover, monitor, and remediate existing and/or newfound vulnerabilities discovered by the Offeror and/or CSOSA throughout contract performance.

5. PROJECT PLAN FOR IMPLEMENTATION

The Offeror shall develop and submit a project plan that identifies the activities required to meet the requirements of this solicitation. The plan shall identify the quantity for each of the identified devices to be made available at time of award, a timeline for implementation upon award, and an explanation of the required production time to increase the number of devices for any given time throughout the life of this contract. For instance, the Offeror shall identify notification time necessary to increase inventory for a mass device installation. The project plan shall illustrate an understanding for managing the requirements of this contract.

6. IT INFORMATION ASSURANCE CONSIDERATIONS

CSOSA mission critical systems require Information Assurance (IA) controls that are required by the Federal Information Security Management Act (FISMA). Systems - whether developed, and/or housed internally, or are in force via a service provider (aka SAAS or ASP) - must be secure and the agency must have a level of confidence and assurance that risk to people and the ability to perform CSOSA's mission, is minimized.

CSOSA is required to comply with the Federal Information Processing Standard (FIPS) FIPS-200. The following questions are key to assisting CSOSA formulate its acquisition strategy:

IA1. To what extent has the Offeror considered IT security at the various junctures of their SDLC per NIST SP 800-64?

IA2. Has the system undergone a certification and accreditation process in accordance with NIST SP 800-37, NIST SP 800-53? Or if not, what governing framework was used - ISO7779, NIST, NSA, DOD, etc?

IA3. When was the most recent risk assessment and what methodology was employed to test controls? (See NIST SP 800-53A)

IA4. How does the Offeror discover, monitor, and remediate existing and newfound vulnerabilities? Is there a formal process (e.g., Plan of Action and Milestones). Be sure to address this information in the Quality Control Plan.

7. IT INFORMATION SHARING CONSIDERATIONS

CSOSA is a keystone to the District of Columbia Criminal Justice and Law Enforcement information sharing collaborative. We have a pressing requirement for flexible and secure information sharing (IS) as appropriate with law, statute, and regulations, with other agencies and jurisdictions. CSOSA has successfully employed the use of secure web services and must have the ability to integrate GPS data within its case management and business intelligence systems. Please answer the following questions and provide detail:

IS1. Has the Offeror successfully deployed secure web services to exchange data in real or near-real time with your customers? If so, to what extent does the web services platform employ the guidance found in NIST SP 800-95?

IS2. Is the data model flexible enough to provide for supplementing the web service with additional relevant data supply as needed throughout the term of the contract?

IS3. Has the Offeror successfully employed use of the National Information Exchange Model (NIEM)?

8. PERSONNEL SECURITY CONSIDERATIONS

1. Have employees been trained in securing and protecting sensitive law enforcement information?
2. Please explain in detail the security process that applicants and employees undergo in order to be gainfully employed with your company.
3. Please provide copies of pre-employment and continuing employment security forms.
4. Do you conduct updated background checks on employees of your company?
5. Do you conduct a National FBI fingerprint check or a local fingerprint check, if so will copies be made available upon request?
6. Have you implemented a drug-free workplace, if so, please explain your program in detail along with random testing rates?

SECTION III – PAST PERFORMANCE/ORGANIZATIONAL EXPERIENCE

The Offeror must provide the following information for the three (3) to five (5) most recent contracts and subcontracts held, to include those in progress. Only references for same or similar type of services are desired. Free trial/demo services will not be considered as past performance experience.

- (a) **Quality and Satisfaction Rating for Contracts Completed in the Past Three Years:** Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with the overall job performance and quality of completed product/services for same or similar type contract. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.
- (b) **Performance Surveys:** It is the offeror's responsibility to send performance surveys to its customers and ensure they are submitted to this contracting office **no later than 4:00 p.m. local time April 20, 2009**. The Government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Provide a list of three (3) to five (5) of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years. Relevant performance includes efforts involving the products/services that are similar or greater in scope than the effort described in this solicitation. Furnish the following information for each contract listed.

- Company/Division Name
- Product/Service
- Contracting Agency/Customer
- Contract Number
- Contract Type and Dollar Value
- Period of Performance
- Verified, up-to-date name, title, address, e-mail address, Fax and telephone numbers of the Contracting Officer
- Comments regarding compliance with contract terms and conditions
- Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions
- A completed past performance survey/questionnaire

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

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

SECTION IV – PRICE PROPOSAL

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

Each Offeror is required to submit with Section B, a letter of reference from their banking institution attesting to a satisfactory credit rating. The letter of reference must be on the bank's stationary, must be dated, and contain a signature of the banking officer responsible for providing the credit rating. Please follow the format found at Attachment 2.

EQUIPMENT EVALUATION PERIOD

Upon completion of the proposal evaluation, the Government may request the Contractor to provide equipment and access to monitoring software at no cost for testing/demonstration purposes to ensure that the equipment performs as described in the proposal submission. All equipment submitted for evaluation shall be returned to the Contractor at the end of the evaluation period.

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

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

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

L-5 COMMUNICATIONS/QUESTIONS/INQUIRIES

All questions concerning the RFP must be submitted in writing. All questions must contain reference to the section/paragraph number of the RFP or SOW which is in question. Offerors are advised that Questions concerning this RFP shall be submitted via e-mail to: carrie.cross@csosa.gov no later than **April 7, 2009**. Answers to question will be provided to all Offerors via an Amendment, giving due regard to the proper protection of proprietary information.

L-6 PROPOSAL SUBMISSION

One original and three copies of the technical and cost proposal under separate cover must be submitted **no later than 11:00 A.M., local time on April 28, 2009**, to:

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

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

SECTION M – EVALUATION FACTORS FOR AWARD

M-1 EVALUATION CRITERIA – FACTORS FOR AWARD

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

(1) TECHNICAL CAPABILITY (80%)

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

- (1) Description of Equipment Services and Capabilities
- (2) Monitoring Services and Associated Monitoring Software Capabilities
- (3) Description of Key Event (Alert) Capabilities and Notification Methods
- (4) Preparation of a Quality Control Plan
- (5) Project Plan for Implementation
- (6) IT Information Assurance Consideration
- (7) IT Information Sharing Considerations
- (8) Personnel Security Considerations

EQUIPMENT EVALUATION PERIOD – Upon completion of the proposal evaluation, the Government may request the Contractor to provide equipment and access to monitoring software at no cost for testing/demonstration purposes to ensure that the equipment performs as described in the proposal submission. Equipment provided shall be evaluated using these same criteria. All equipment submitted for evaluation shall be returned to the Contractor at the end of the evaluation period.

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

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

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

(3) PRICE

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

Note: Technical factors, when combined, are significantly more important than past performance, and price.

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

M-2 BASIS FOR AWARD

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

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

ATTACHMENT 1



**Court Services and Offender Supervision Agency
for the District of Columbia**

*Management and Administration
Procurement Management Staff*

**PAST AND PRESENT PERFORMANCE QUESTIONNAIRE
When Filled in This Document is Source Selection Sensitive IAW 2.101 and 3.104**

TO:

FROM: Court Services and Offender Supervision Agency
633 Indiana Avenue, N.W.
Suite 887B
Washington, DC 20004-2902

Subject: Request for Past Performance Information, CSOSA-09-R-0008, GPS Monitoring Services

1. You have been identified as a point of contact for a past and/or present performance evaluation of the firm listed on the attached questionnaire. This firm is currently being considered for GPS Monitoring Services with the Court Services and Offender Supervision Agency in Washington DC.
2. Your prompt attention to this questionnaire will be greatly appreciated. Any questions concerning this request can be forwarded to Carrie Cross at the above address, phone (202) 220-5729, or carrie.cross@csosa.gov.
3. Please e-mail the completed past performance survey questionnaire to Carrie Cross at carrie.cross@csosa.gov or send via facsimile to (202) 220-5711.

Regards,

CARRIE CROSS
Contracting Officer

Attachment 1
Past and Present Performance Questionnaire

Attachment 1

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE
When Filled In This document Is Source Selection Information
IAW FAR 2.101 and 3.104
Reference: CSOSA-09-R-0008

CONTRACTOR'S NAME: _____ CONTRACT NUMBER _____

1. The survey should be completed by the individual most knowledgeable of the Contractor's day-to-day operations and overall condition of services being rendered. However, that individual is encouraged to supplement their own knowledge of the Contractor's performance with the judgment of others in their organization, as applicable.
2. Handwritten responses are sufficient. Please make them legible.
3. Please provide explanatory narratives for as many responses as possible. These narratives need not be lengthy, just descriptive. Space for narrative comments is included on the last page of the survey. If more space is needed, additional pages may be added.
4. As the survey relates to an ongoing source selection for the services identified in the cover letter, request that all information provided within the survey be safeguarded against unauthorized disclosure.

A. **GENERAL INFORMATION:** Please correct any information below known to be inaccurate:

Contractor's Name: _____ Address: _____
Telephone Number: _____
Fax Number: _____
Point of Contact: _____

Project Title or Brief Description of Work: _____*

Contract Number Provided by Offeror: _____ Dollar Amount: \$ _____*

Contract Period or Dates of Performance Provided by Offeror: _____*

**Note: If offeror holds or has held other contracts with your agency/organization in the last 3 years, please complete separate evaluation forms for those contracts as well.*

Contractor performed as the Prime Contractor Sub-Contractor Key Personnel.

B. **RESPONDENT INFORMATION:**

Name of Respondent: _____ Title: _____
Company Name/Address: _____ Telephone Number: _____
_____ Fax Number: _____
_____ Email Address: _____

C. **E-MAIL COMPLETED SURVEY FORM TO:** carrie.cross@csosa.gov

Attachment 1

**PAST AND PRESENT PERFORMANCE QUESTIONNAIRE
When Filled In This document Is Source Selection Information
IAW FAR 2.101 and 3.104
Reference: CSOSA-09-R-0008**

CONTRACTOR'S NAME: _____ CONTRACT NUMBER _____

D. **PERFORMANCE INFORMATION:** Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation. **PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF 1 OR 2.**

1	2	3	4	5	6
NEUTRAL	UNSATIS- FACTORY	MARGINAL	SATISFACTORY	GOOD	EXCEPTIONAL
Performance was not observed or not applicable to the current effort being reported against.	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor were satisfactory.	Performance meets contractual requirements with some exceeded to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than some minor problems for which corrective actions taken by the contractor were effective.	Performance meets contractual requirements with many exceeded to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective.

Place an "X" in the appropriate column using the definitions matrix above.

	SCHEDULE						
1.	Contractor's responsiveness/timeliness in providing the required services.	1	2	3	4	5	6
2.	Contractor's responsiveness/timeliness to administrative functions of the contract.	1	2	3	4	5	6
3.	Contractor's responsiveness/timeliness in responding to questions or correspondence.	1	2	3	4	5	6
4.	Contractor's compliance with contract terms and conditions.	1	2	3	4	5	6

Attachment 1

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE
When Filled In This document Is Source Selection Information
IAW FAR 2.101 and 3.104
Reference: CSOSA-09-R-0008

CONTRACTOR'S NAME: _____ CONTRACT NUMBER _____

5.	Were any contract concessions/changes/terminations made due to the contractor's failure to accurately plan?	Yes	No				
	MANAGEMENT OF KEY PERSONNEL						
6.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6
7.	Contractor's preparation & training of personnel.	1	2	3	4	5	6
8.	Contractor's ability to effectively manage subordinates.	1	2	3	4	5	6
	QUALITY OF SERVICES						
9.	Provided effective quality control and/or inspection procedures to meet contract requirements.	1	2	3	4	5	6
10.	Followed approved quality control plan.	1	2	3	4	5	6
11.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6
12.	Provided timely resolution of contract discrepancies.	1	2	3	4	5	6
13.	Identified problems as they occurred.	1	2	3	4	5	6
14.	Suggested alternative approaches to problems.	1	2	3	4	5	6

Attachment 1

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE
When Filled In This document Is Source Selection Information
IAW FAR 2.101 and 3.104
Reference: CSOSA-09-R-0008

CONTRACTOR'S NAME: _____ CONTRACT NUMBER _____

15.	Displayed initiative to solve problems.	1	2	3	4	5	6
16.	Developed realistic progress schedules.	1	2	3	4	5	6
17.	Met established project schedules.	1	2	3	4	5	6
18.	Contractor's ability to assimilate & accommodate changes in contractual requirements and/or priority.	1	2	3	4	5	6
19.	Contractor's exhibited knowledge of and compliance with Government (or other) regulations.	1	2	3	4	5	6
20.	Contractor's demonstration of technical expertise in providing all contractual services.	1	2	3	4	5	6
21.	Contractor possession/utilization of tools/equipment necessary for adequately providing the required services.	1	2	3	4	5	6
22.	Contractor's accomplishment in meeting the Quality standards specified for:	1	2	3	4	5	6
	a. Technical Performance	1	2	3	4	5	6
	b. Administrative Performance	1	2	3	4	5	6
	c. Safety & Health	1	2	3	4	5	6
23.	Has the Contractor ever failed to effectively control the quality of services provided? If yes, please explain in Remarks Section.	Yes	No				
24.	Has a Contract Discrepancy Report (or equivalent) ever been issued? If yes, please explain in the Remarks Section	Yes	No				

Attachment 1

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE
When Filled In This document Is Source Selection Information
IAW FAR 2.101 and 3.104
Reference: CSOSA-09-R-0008

CONTRACTOR'S NAME: _____ CONTRACT NUMBER _____

25.	Has a Cure Notice or Show Cause Letter ever been issued? If yes, please explain in the Remarks Section	Yes	No				
26.	Have there been any disputes/claims relative to the contract? If yes, please explain in the Remarks Section	Yes	No				
27.	Has a Contractor demonstrated the ability to correct any of the problems referenced above? If yes, please explain in the Remarks Section	Yes	No				
28.	Has a Contract been terminated for default? If yes, please explain in the Remarks Section	Yes	No				
29.	Has an election ever been made to not exercise an option due to the Contractor's poor performance? If yes, please explain in the Remarks Section	Yes	No				
	BUSINESS RELATIONS						
30.	Contractor's management of subcontracts.	1	2	3	4	5	6
31.	Have there been any labor disputes? If yes, please explain in the Remarks Section	Yes	No				
32.	Have there been any violations of Public Law, especially the Service Contract Act? If yes, please explain in the Remarks Section	Yes	No				
33.	Contractor's ability/willingness to consistently provide prompt and courteous service.	1	2	3	4	5	6

ATTACHMENT 2

FINANCIAL REFERENCES

The following information should be submitted by the offeror in sufficient detail. The Government will use the information in determining the offeror's ability to fulfill the contract.

In addition to the below information, the offeror must attach a signed and dated credit reference from their banking establishment with the proposal. Failure to attach a credit rating from the bank may result in rejection of the entire proposal.

If the question indicated is not applicable or the answer is none, it should be annotated.

1. Individual(s) to contact for this proposal:

(First and Last Name) (Address) (Telephone Number)

2. Dun & Bradstreet Number: _____

3. Date Company Organized: _____

4. Banking Facility(s): _____

(Name of Bank) (Address)

(Point of Contact) (Telephone Number)

(Account Numbers) (Type of Accounts)

(Name of Bank) (Address)

(Point of Contact) (Telephone Number)

(Account Numbers) (Type of Accounts)

5. Credit References:

(Please provide any credit references on bond paper with the submission of your offer)

ATTACHMENT 3

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 6
Date Of Revision: 05/29/2008

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	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10

01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
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	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
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	9.85
11060 - Elevator Operator	9.85
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	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.90

12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	22.85
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
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)	18.85
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	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
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	17.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	23.12
14072 - Computer Programmer II (1)	

14073	- Computer Programmer III (1)	
14074	- Computer Programmer IV (1)	
14101	- Computer Systems Analyst I (1)	
14102	- Computer Systems Analyst II (1)	
14103	- Computer Systems Analyst III (1)	
14150	- Peripheral Equipment Operator	17.78
14160	- Personal Computer Support Technician	24.64
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	34.77
15020	- Aircrew Training Devices Instructor (Rated)	42.72
15030	- Air Crew Training Devices Instructor (Pilot)	50.81
15050	- Computer Based Training Specialist / Instructor	31.26
15060	- Educational Technologist	30.88
15070	- Flight Instructor (Pilot)	50.81
15080	- Graphic Artist	26.80
15090	- Technical Instructor	23.87
15095	- Technical Instructor/Course Developer	29.19
15110	- Test Proctor	19.22
15120	- Tutor	19.22
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.29
16030	- Counter Attendant	9.29
16040	- Dry Cleaner	12.21
16070	- Finisher, Flatwork, Machine	9.29
16090	- Presser, Hand	9.29
16110	- Presser, Machine, Drycleaning	9.29
16130	- Presser, Machine, Shirts	9.29
16160	- Presser, Machine, Wearing Apparel, Laundry	9.29
16190	- Sewing Machine Operator	12.79
16220	- Tailor	13.57
16250	- Washer, Machine	10.16
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	17.90
21030	- Material Coordinator	21.29
21040	- Material Expediter	21.29
21050	- Material Handling Laborer	12.65
21071	- Order Filler	13.87
21080	- Production Line Worker (Food Processing)	17.90
21110	- Shipping Packer	14.46
21130	- Shipping/Receiving Clerk	14.46
21140	- Store Worker I	10.91
21150	- Stock Clerk	15.70
21210	- Tools And Parts Attendant	17.90
21410	- Warehouse Specialist	17.90
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	20.88
23140	- Carpet Layer	19.33
23160	- Electrician, Maintenance	26.56
23181	- Electronics Technician Maintenance I	22.73
23182	- Electronics Technician Maintenance II	24.13
23183	- Electronics Technician Maintenance III	25.42
23260	- Fabric Worker	18.04
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	21.17
23380	- Ground Support Equipment Mechanic	24.46
23381	- Ground Support Equipment Servicer	18.71
23382	- Ground Support Equipment Worker	19.90
23391	- Gunsmith I	16.63
23392	- Gunsmith II	19.33
23393	- Gunsmith III	21.62
23410	- Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
24.37		
23430	- Heavy Equipment Mechanic	21.46
23440	- Heavy Equipment Operator	21.46
23460	- Instrument Mechanic	21.62
23465	- Laboratory/Shelter Mechanic	20.52
23470	- Laborer	14.27
23510	- Locksmith	19.76
23530	- Machinery Maintenance Mechanic	21.77
23550	- Machinist, Maintenance	21.62
23580	- Maintenance Trades Helper	15.10
23591	- Metrology Technician I	21.62
23592	- Metrology Technician II	22.78
23593	- Metrology Technician III	23.89
23640	- Millwright	25.63
23710	- Office Appliance Repairer	21.63
23760	- Painter, Maintenance	20.52
23790	- Pipefitter, Maintenance	23.19
23810	- Plumber, Maintenance	20.99
23820	- Pneudraulic Systems Mechanic	21.62
23850	- Rigger	21.62
23870	- Scale Mechanic	19.33
23890	- Sheet-Metal Worker, Maintenance	21.62
23910	- Small Engine Mechanic	20.05
23931	- Telecommunications Mechanic I	27.74
23932	- Telecommunications Mechanic II	29.24
23950	- Telephone Lineman	26.38
23960	- Welder, Combination, Maintenance	21.62
23965	- Well Driller	21.62
23970	- Woodcraft Worker	21.62
23980	- Woodworker	16.63
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.63
24580	- Child Care Center Clerk	16.15
24610	- Chore Aide	10.00
24620	- Family Readiness And Support Services Coordinator	14.25

24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.10
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	26.10
25190 - Ventilation Equipment Tender	18.37
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.43
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	21.30
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	19.43
27040 - Detention Officer	21.30
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	19.43
27131 - Police Officer I	24.58
27132 - Police Officer II	28.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
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	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.60
29020 - Hatch Tender	22.60
29030 - Line Handler	22.60
29041 - Stevedore I	20.82
29042 - Stevedore II	23.68
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021 - Archeological Technician I	17.82
30022 - Archeological Technician II	19.87
30023 - Archeological Technician III	25.95
30030 - Cartographic Technician	25.95
30040 - Civil Engineering Technician	23.78
30061 - Drafter/CAD Operator I	18.72
30062 - Drafter/CAD Operator II	20.94
30063 - Drafter/CAD Operator III	24.60
30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36

30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.50
31030 - Bus Driver	18.19
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43
99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 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) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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