

**PART I THE SCHEDULE**

**SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

The Contractor shall provide services to Operate and Maintain the COBRA Training Facility Located at the Center for Domestic Preparedness in accordance with the terms, conditions and statement of work contained herein.

**0001 BASE YEAR** \_\_\_\_\_

ESTIMATED COST \_\_\_\_\_

BASE FEE\* \_\_\_\_\_

AWARD FEE\*\* \_\_\_\_\_

TOTAL \_\_\_\_\_

**0002 OPTION YEAR I** \_\_\_\_\_

ESTIMATED COST \_\_\_\_\_

BASE FEE\* \_\_\_\_\_

AWARD FEE\*\* \_\_\_\_\_

TOTAL \_\_\_\_\_

**0003 OPTION YEAR II** \_\_\_\_\_

ESTIMATED COST \_\_\_\_\_

BASE FEE\* \_\_\_\_\_

AWARD FEE\*\* \_\_\_\_\_

TOTAL \_\_\_\_\_

**0004 OPTION YEAR III** \_\_\_\_\_

ESTIMATED COST \_\_\_\_\_

BASE FEE\* \_\_\_\_\_

AWARD FEE\*\* \_\_\_\_\_

TOTAL \_\_\_\_\_

**0005 OPTION YEAR IV** \_\_\_\_\_

ESTIMATED COST \_\_\_\_\_

BASE FEE\* \_\_\_\_\_

AWARD FEE\*\* \_\_\_\_\_

TOTAL \_\_\_\_\_

TOTAL ALL YEARS \_\_\_\_\_

**CONTINUED PART I THE SCHEDULE**

**SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

The Contractor shall provide quality assurance services to support the COBRA Training Facility located at the Center for Domestic Preparedness in accordance with the terms, conditions and statement of work contained herein.

**0006 BASE YEAR** \_\_\_\_\_

ESTIMATED COST \_\_\_\_\_

BASE FEE\* \_\_\_\_\_

AWARD FEE\*\* \_\_\_\_\_

TOTAL \_\_\_\_\_

**0007 OPTION YEAR I** \_\_\_\_\_

ESTIMATED COST \_\_\_\_\_

BASE FEE\* \_\_\_\_\_

AWARD FEE\*\* \_\_\_\_\_

TOTAL \_\_\_\_\_

**0008 OPTION YEAR II** \_\_\_\_\_

ESTIMATED COST \_\_\_\_\_

BASE FEE\* \_\_\_\_\_

AWARD FEE\*\* \_\_\_\_\_

TOTAL \_\_\_\_\_

**0009 OPTION YEAR III** \_\_\_\_\_

ESTIMATED COST	_____
BASE FEE*	_____
AWARD FEE**	_____
TOTAL	_____
<b>0010 OPTION YEAR IV</b>	_____
ESTIMATED COST	_____
BASE FEE*	_____
AWARD FEE**	_____
TOTAL	_____
<b>TOTAL ALL YEARS</b>	_____

**AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation to 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.

\*The base fee amount of two percent will be paid in increments and in accordance with the terms and conditions of the contract, including the Quality Assurance Surveillance Plan. It is expected that the contractor will receive the base fee as specified in the contract on a monthly basis as long as the contract's standards of performance are met. In addition, payment of a base fee will be paid monthly, based on the COTR's review of the Contractor's monthly technical progress report.

"The award fee of up to (8 percent and beyond the 2 percent base fee) will be paid in increments to the contractor for exceeding the measured standards of performance level, as described in the Quality Assurance Plan and as deemed appropriate in accordance with the evaluation of the Contractor's performance by the Fee Determining Office. (Note: The Government reserves the right to make a "judgmental" determination with regard to the award fee pursuant to FAR 16.4052(a)(1).

Please also note that the Government plans to make two awards under this RFP. One will be to provide operations and maintenance support. The other will be to provide quality control. Contractors proposing on operations and maintenance sections cannot propose on the quality control sections and the reverse is also true.

**NOTE: All contractors shall propose on sections C.1, C.2, C.3, C4, of the Performance Work**

**Statement. The following sections have been identified as operations and maintenance in Section C of the Performance Work Statement: C.5. 1, C.5.2, C.5.3, C5.4, C.5.5, C.5.6, C.5.7, C.5.8, C.5.9, C.5. 10, C.5.11, C.5.12, C.5.13, C5.14, C.5.18, C.5.19, C5.20 and C5.26. The following sections have been identified as quality control in Section C of the Performance Work Statement: C.5.15, C.5.16, C.5.17, C.5.21, C.5.22, C.5.23 and C.5.24 and C.5.25. Contractors are to submit their proposals by CLIN Numbers.**

**B.2 Cost reimbursed under this contract shall in no event exceed the current contract value without the prior written approval of the Contracting Officer.**

PLEASE NOTE THE FOLLOWING:

1. SECTION J-List of Attachments
2. SECTION K-Certain portions need to be filled out.
3. SECTION L-Instructions for filling out technical proposal, restrictions, submissions, etc.
4. SECTION M-Evaluation Factors for Award
5. The Standard Industrial Classification (SIC) Code for this procurement is 8744.
6. **A site visit will be conducted on Tuesday, September 21, 1999 at 10:00 a.m.**
7. Questions concerning the statement of work should be submitted in writing by Friday, September 24, 1999 by 3:00 pm to the following address:

Eldred Jackson  
Office of Justice Programs  
Acquisition Management Division  
810 Seventh Street, N.W.  
Washington, D.C. 20531

Information pertaining to this solicitation may be obtained by contacting Eldred L. Jackson, Contracting Officer on (202) 514-0696.

The technical proposal shall not exceed 100 pages.

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

SECTION C IS LISTED AS ATTACHMENT J-1 TO THIS DOCUMENT AND REMAINS IN EFFECT AS IF IT WERE INCORPORATED INTO THE BODY OF THIS DOCUMENT.

[END OF SECTION]

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## **SECTION D**

### **PACKAGING AND MARKING**

#### **D.1 PACKING AND MARKING**

Preservation, packaging and packing of all items delivered hereunder shall be in accordance with commercial practice and shall be adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label.

[End of Clause]

[END OF SECTION]

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

**1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.246-5	APR 1984	INSPECTION OF SERVICES COST-REIMBURSEMENT

[End of Clause]

[END OF SECTION]

## SECTION F

### DELIVERIES OR PERFORMANCE

#### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

#### 1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER Alternate I (APR 1984)

[End of Clause]

#### F.2 PERFORMANCE PERIOD

All work called for under this contract, including the submission of all reports, shall commence on the effective date of this contract and shall continue for a 12 month Base Period and 4 twelve month option periods, if extended under the clause entitled "Options" in Section H and FAR 52.217-9 entitled "Option to Extend the Term of the Contract" in Section I of this contract. The anticipated period of performance for the base period is 01 January 2000 through 31 December 2000.

[End of Clause]

#### F.3 DELIVERABLES

(a) The deliverable items shall be specified and delivered, pursuant to the contract or individual task orders placed hereunder. Deliverable items required hereunder are specified as to the item number, item description, and quantity in the description, and quantity in the Description of Items/Prices located in Section B hereof.

(b) All deliverables, as set forth in Section C herein, shall be submitted to the Contracting Officers Technical Representative.

[End of Clause]

#### F.4 REPORTS OF GOVERNMENT PROPERTY

In compliance with FAR 45.505-14, by October 31 of each year, the Contractor shall furnish the cognizant Contracting Officer an annual report of the Department of Justice property for which they are accountable as of the end of the calendar year.

[End of Clause]

## **F.5 REPORTS**

In addition to providing all services required by this contract, the Contractor shall prepare and submit the following reports:

- (a) Monthly Technical Progress Reports. A monthly technical progress report shall be submitted in two (2) copies (one copy to the Contracting Officer's Technical Representative (COTR) and one copy to be sent directly to the Contracting Officer) not later than the tenth (10) day of the month following the month being reported. The Monthly Technical Progress Report shall cover the period beginning with the first of the month and continuing through the end of the month, except for the partial period of the months the contract begins and ends. These reports shall be in narrative form; shall cover progress during the reporting period; and shall contain, at a minimum, the following information:
  - (1) Progress made to date on the specific work to be accomplished (including statistical data on calls received per tasking area.
  - (2) A summary of the work in progress per tasking area.
  - (3) Breakdown of service calls and resolution.
  - (4) Problems and difficulties encountered.
  - (5) Previous problems and difficulties solved, including delinquent assignments.
  - (6) Assistance or guidance required of the COTR or the Contracting Officer.
  - (7) Next work scheduled to be undertaken.
- (b) Monthly Financial Reports
  - (1) The Contractor shall furnish a Monthly Financial Report to the COTR and the Contracting Officer (one copy to the COTR and one copy to be sent directly to the Contracting Officer) not later than the tenth (10) day of the month following the month being reported. The Monthly Financial Report shall cover the period beginning with the first of the month and continuing through the end of the month, except for the partial period of the months the contract begins and ends. The financial report shall show "Monthly Expenditures," "Expenditures to Date," and the "Balance Remaining" in the following categories of cost:
    - Direct Labor
    - Fringe Benefits
    - Overhead
    - Travel and Per Diem
    - Consultants, if any

Other Direct Costs  
General and Administrative Expenses  
Fee or Profit  
Total

- (2) Monthly Technical Progress Reports which are required to address each item or task that has been accomplished to date in accordance with paragraph (a)(1) of this clause shall be accompanied by a Monthly Financial Report pertaining to the work covering the same categories of expenditures enumerated in paragraph (b)(1) of this clause.

(c) Special Reports

The following deliverables are required (not all inclusive) in accordance with the Statement of Work:

<u>Report Name</u>	<u>Delivery Date</u>
_____	_____

During the course of the contract, it is possible that additional reports will be required. If such needs do occur, the Contracting Officer will supply the Contractor with all of the specifics and a negotiated change will be issued.

(d) Draft Final Contract Report

The Contractor shall submit a Draft Final Contract Report no later than sixty (60) days prior to the contract expiration date. The report shall be submitted in three (3) copies for review and approval by the COTR. The COTR shall review the Draft Final Contract Report and shall furnish his/her comments or approval to the Contractor within ten (10) days from receipt of the Draft Final Report. The Draft Final Contract Report shall be in narrative form, and shall contain complete documentation and charts, including bibliography of documents used, the identity of other sources of information, and shall bear the name or names of the author(s). The Report shall be prepared in a language that will facilitate communication of the project results to agency users. The report shall address:

- (1) Progress made on specific contract tasks.
- (2) A summary of work still in progress.
- (3) Problems and difficulties encountered during the contract.
- (4) Problems and difficulties solved during the contract.
- (5) Recommendations for the next contract period.

(e) Final Contract Report

Upon receipt of the approval or recommendations for changes from the COTR, the Contractor shall prepare the Final Contract Report. The Final Contract Report shall be submitted in two (2) copies. The Final Contract Report shall be delivered to the COTR no later than the expiration data of the contract. The following statement shall appear

prominently on the title page of the Final Contract Report:

"Prepared for the Department of Justice, Office of Justice Programs, \_\_\_\_\_  
under contract \* \_\_\_\_\_ CS\_1761."

\*TBD

#### **F.6 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when he 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, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this clause shall not be construed as a waiver by the Government or any delivery schedule or date, or any rights or remedies provided by law or under this contract.

[End of Clause]

#### **F.7 NOTICE TO PROCEED**

Within ten (10) calendar days after the Government makes a contract award, the Government will furnish to the Contractor personnel security application forms as described in Section H.10. All other forms shall be returned to the Contracting Officer in Section G.5. Upon clearance of contractor personnel and receipt of adequate insurance as required by the clause entitled "Insurance" in Section H, the Contracting Officer will issue a "Notice to Proceed" to start performance.

[End of Clause]

[END OF SECTION]

## SECTION G

### CONTRACT ADMINISTRATION DATA

#### **G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAR 2852.201. 70) (JAN 1985)**

(a) \_\_\_\_\_\*is designated to act as Contracting Officer's Technical Representative (COTR) under this contract\*

(b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

\*To be filled in at time of award

[End of Clause]

#### **G.2 CONTRACT COMMUNICATIONS/CORRESPONDENCE**

The Contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting the Contract Number OJP-00-C-XXXX\*.

\*To be filled in at time of award.

[End of Clause]

#### **G.3 CONTRACTING OFFICER**

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer or the Contracting Officer's duly authorized representative can make any changes to the terms, conditions, general provisions, or other stipulations of this contract. Furthermore, such changes may be made only to the extent that they are within the scope of the contract and are within the written scope of the authority delegated to the individual initiating or approving the change.

(b) The Contracting Officer may designate one or more representatives for the purpose of

discharging prescribed duties and authorities in the name of the Contracting Officer during the performance of work. The authorities and duties of the representative(s) are delineated in the clause titled "Contracting Officer's Technical Representative (COTR) in Section G.

(c) The Contractor will not accept any instructions issued by any person other than the Contracting Officer, or the Contracting Officer's representative(s) acting within the limits of his authority. No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the U.S. Government, or otherwise, will be considered grounds for deviation from any stipulation of this contract or referenced scope/statement of work.

[End of Clause]

#### **G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

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

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

(b) The COTR is authorized to:

- (1) Act as liaison and to coordinate Contractor/Government activities;
- (2) Arrange for and coordinate the use of Government resources (personnel, space, documents, etc.);
- (3) Provide technical guidance in the performance of the contract; and
- (4) Receive, review and approve (but not reject or deny) progress reports, selected invoices and final reports or other functions of a technical nature. The authority to reject performance and deny associated invoices is expressly reserved for the Contracting Officer.

(c) The COTR does not have the authority to alter the Contractor's obligations under the contract; direct changes that fall within the purview of the clause entitled "Changes" and/or modify any of the expressed terms, conditions, specifications, or price of the

contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing and signed.

(d) The COTR assigned cognizance of this contract is \*:

U.S. DEPARTMENT OF JUSTICE  
Office of Justice Programs  
Washington, D.C. 20531  
Telephone No.:

\*To be filled in at time of award

(e) A copy of all written communications shall be concurrently mailed or otherwise furnished to the Contracting Officer.

[End of Clause]

#### **G.5 CONTRACT ADMINISTRATION**

(a) This contract will be administered by Eldred L. Jackson, the Contracting Officer.

(b) All written communications shall make reference to the contract number and shall be mailed to the Contracting Officer at the following address:

Department of Justice  
Office of Justice Programs  
810 Seventh Street N.W.  
Washington, D.C. 20531  
Telephone No.: 202-514-0696

[End of Clause]

#### **G.6 MODIFICATION AUTHORITY**

This contract may be reevaluated at any time, at the request of either party, to determine whether modifications are necessary. Any modifications must be approved by the Contracting Officer; and the Contractor shall not accept any modifications of the terms, conditions, or contract clauses issued by any person other than the Contracting Officer.

[End of Clause]

#### **G.7 PAYMENT**

(a) The Contractor is authorized to submit monthly invoices for partial reimbursement payments for services furnished. Invoices or public vouchers shall be identified by contract number and shall be submitted in the original and three (3) copies to the COTR at the following address:

Office of Justice Programs  
Accounting Division (5th Floor)  
810 Seventh Street, NW  
Washington, DC 20001

(b) To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:

- (1) The date delivery occurred or the period over which services were provided;
- (2) The Contractor's Taxpayer Identification number (usually its Social Security Number if the Contractor is an individual or its Employer Identification Number if the contractor is a company); and
- (3) An itemized breakdown of costs incurred, including a listing of direct labor hours worked and labor rates, consultants or subcontractors utilized, and other direct costs.

[End of Clause]

#### **G.8 METHOD OF PAYMENT**

(a) 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.

(b) By no later than 14 days before an invoice or 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.

(c) 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.

(d) 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.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due. [End of

[End of Clause]

#### **G.9 USE OF ELECTRONIC FUNDS TRANSFER PAYMENT METHOD**

The primary method of payment under this contract shall be Electronic Funds Transfer, as specified in clause FAR 52.232-33, entitled Mandatory Information for Electronic Funds Transfer Payment, in Section 1, and the clause entitled Method of Payment in Section G.

[End of Clause]

## **G.10 WITHHOLDING OF PAYMENT**

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clauses entitled "Excusable Delays," "Default," or "Termination for Default or for Convenience of the Government" in Section 1, as applicable. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

[End of Clause]

## **G.11 CONSIDERATION, PAYMENT, AND ADVANCE COST UNDERSTANDING**

### **(a) Consideration**

- (1) The estimated cost of performance of this contract is \_\_\_\_\_\*Cost reimbursed hereunder, shall, in no event, exceed that amount without the prior written approval of the Contracting Officer.
- (2) The base fee is \$\_\_\_\_\_.\*
- (3) The award fee is \$\_\_\_\_\_.\*

\*To be filled in at time of award.

### **(b) Payment of Reimbursable Costs, Base Fee and Award Fee**

- (1) Costs. Subject to the clause entitled "Allowable Cost and Payment" in Section 1, payment of costs reimbursable hereunder shall be made monthly to the Contractor upon receipt of a completed invoice Standard Form 1034 (Public Voucher) and Standard Form 1035 (Continuation Sheet).
- (2) Base Fee. The base fee amount of 2 percent will be paid in increments and in accordance with the terms and conditions of the contract, including the Quality Assurance Surveillance Plan. It is expected that the contractor will receive the base fee as specified in the contract on a monthly basis as long as the contract's standards of performance are met. In addition, payment of the base fee will be paid monthly, based on the COTR's review of the Contractor's monthly technical progress report.
- (3) Award Fee. An award fee amount of up to 8 percent above and beyond the 2 percent base fee will be paid in increments to the contractor for exceeding measured standards of performance level, as described in the Quality Assurance Plan and as deemed appropriate in accordance with the evaluation of the Contractor's performance by the Fee Determining Office. (Note: The Government reserves the right to make a "judgmental" determination with regard to the award fee pursuant to FAR 16.405-2(a)(1).
- (4) Release of Claims. After completion of work, and prior to final payment, the

Contractor shall furnish to the Contracting Officer, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release. Copies of the required form may be obtained from the Contracting Officer at the address listed in the clause entitled "Contract Administration" in Section G.

(c) Advance Cost Understandings

(1) Travel and Transportation The Contractor shall be reimbursed for actual transportation costs and travel allowances of Contractor employees in accordance with FAR 31.205-46 and the applicable Government Travel Regulations governing the travel performed directly referable to the contract. Such transportation costs shall not be reimbursed in an amount greater than the cost of, and time required for coach class commercially scheduled air or ground travel by the most expeditious route unless coach air or ground travel is not available and the Contractor certifies to this voucher or other documents retained as part of his contract records to support claim or post-audit. The Contractor shall use government city-pair contract and fares where available. Any proposed conference cost in excess of the per them rate must be approved in writing by the Comptroller prior to the inc the cost. Without proper notification and justification, the excess cost will be disallowed.

(2) Salaries and Wages Compensation to personnel which is charged as a directly under this contract, like other costs, will be reimbursable in accordance with entitled "Allowable Cost, and Payment" in Section 1, subject to the following understandings.

(i) Salaries and wages may not exceed the Contractor's established policy including the Contractor's established pay scale for equivalent classifications of employees whose salaries are financed from nonfederal sources, which fact will be certified by the Contractor, nor may any in salary or wage exceed the employee's annual rate of compensation for similar functions performed immediately prior to employment hereunder. Merit or promotion increases of employees performing hereunder may not exceed provided by the Contractors established policy and practice.

(ii) Salaries and wages paid while in travel status will not be reimbursed greater than the time required for travel by the most expeditious air or route, as appropriate.

[End of Clause]  
[END OF SECTION]

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 CONTRACT TYPE

This is a cost plus-award-fee type contract.

[End of Clause]

#### H.2 ORDERING ACTIVITY

Supplies or services to be furnished under this contract shall be ordered by issuance of task plans issued by the Department of Justice, Office of Justice Programs, Acquisition Management Division, 810 Seventh Street, N.W., Room 3616, Washington, DC 20531.

[End of Clause]

### **H.3 ORDERING PROCEDURES**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task plans issued by the U.S. Department of Justice, Office of Justice Programs, Acquisition Management Division, 810 Seventh Street, N.W., Room 3616, Washington, DC 20531. Orders may be placed only by those individuals designated in writing as Ordering Officials by the Contracting Officer.
- (b) Task Plans will be issued by the Contracting Officer during the effective period of the contract.
  - (1) In responding to the Contracting Officers Technical Representative's (COTR) request for cost information prior to task order or delivery order issuance and subsequent implementation of Task Order requirements, the Contractor will assure that all aspects of the requirements are accommodated.
  - (2) Task Plans will be numbered in a format prescribed by the Contracting Officer containing as a minimum:
    - (i) Task Plan Number
    - (ii) Contract Number
    - (ii) Accounting and Appropriation Data
    - (iv) Funding
    - (v) Description of Work to be performed
    - (vi) Period of Performance
- (c) It is understood that in exceptional cases, some task orders or delivery orders may be of a time-sensitive nature requiring immediate initiation of work prior to issuance of a formal task order or delivery order. In such cases, upon informal agreement between the Contractor and the Contracting Officer, work may be initiated prior to issuance of a task order or delivery order. A task order or delivery order reflecting the agreement will be issued within ten (10) working days from the date of this informal agreement.
- (d) When, in the opinion of the Contractor, the task order or delivery order requires amendment, expansions, or change as to produce additional or collateral results of benefit to the Government, the Contractor shall advise the Contracting Officer through the COTR, and the parties hereto shall arrive at a mutual agreement prior to performance of such additional or collateral work. Such agreements shall be formalized by amendment of the contract, or by issuance of an amended task order or delivery order as appropriate.
- (e) Each time and materials task order or delivery order issued hereunder shall contain a ceiling beyond which the Contractor shall not exceed except at his own risk.
- (f) If multiple awards are made, after meeting the minimum guaranteed requirement for each contract, determinations as to which contractor will receive individual task orders or

delivery orders will be at the sole discretion of the Government. Such determinations will be made on the basis of what is in the best interests of the Government, taking into account factors such as availability and suitability of contractor resources, quality of contractor past performance, and prices.

[End of Clause]

#### H.4 KEY PERSONNEL--LABOR CATEGORIES/HOURS

- (a) The key personnel to be assigned to perform hereunder and the minimum level of effort for their respective assignments are as follows:

<u>Labor Category</u>	<u>No. Of Annual Person Hours</u>
Project Manager	1960*

\*The contractor must propose whatever additional key personnel as deemed appropriate.

- (b) The level of effort specified for each individual listed above may not be decreased without the prior written approval of the Contracting Officer.

(c) The above listed individuals are key personnel-, that is, they are considered essential to the work hereunder and the Contractor shall not remove, replace, or divert any of them without a written authorization from the Contracting Officer\* Key personnel may be substituted provided that the terms of this clause are followed.

- (d) Key Personnel substitutions will generally not be permitted unless the substitutions are caused by an individual's sudden illness death, or termination of employment.

In the event that a substitution is required, the Contractor shall notify the Contracting Officer within one business day after discovering the need for a substitution. Furthermore, each proposed individual must have qualifications of the person being replaced. At least 15 calendar days (30 days if a security clearance is required) prior to the proposed substitution, the Contractor shall submit a "Key Personnel Substitution Request" to the Contracting Officer for evaluation; each request must include the following information:

(1) Explanation of the circumstances necessitating the proposed substitution and the degree to which the proposed substitution impacts the Contractor's ability to perform the requisite services relative to section C tasking areas.

(2) Resume for the proposed substitute. Each resume shall not be more than five (5) pages in length and include the following at a minimum:

Full Name.

Education. List each college/university attended. For each college/university, provide dates attended, major field(s) of study, any degree(s) received, and any academic honors earned. Employment Experience. Arrange experience by proposed functional area(s). List all jobs relevant to functional area. For each job provide company name, job title, dates of employment, and a concise description of duties and accomplishments related to the tasking areas of the statement of work.

Special Skills & activities. Provide any special skills and activities relevant to proposed

tasking areas in the statement of work. Signature. Each resume shall be signed and dated by the individual attesting that it is true and accurate. Each resume shall be signed by the offeror's authorized official attesting that it is true and accurate to the best of his/her personal knowledge. Resumes submitted that are not signed in accordance with this subparagraph will be considered unacceptable.

(3) Personal letters of intent. Provide statement(s) verifying the proposed individual is currently employed by the offeror or letter of intent to employ signed by the proposed individual.

(4) Any information subsequently requested by the contracting officer that is required in the evaluation process.

Within 7 calendar days after receiving a request, the Contracting Officer or authorized representative will evaluate such requests and notify the Contractor whether the substitution(s) is (are) approved or denied. If approved, the Contracting Officer shall modify the contract to reflect the key personnel substitution(s).

- (e) The Contracting Officer may ratify, in writing, an unauthorized key personnel substitution. The ratification shall constitute the written authorization from the Contracting Officer required by this clause; the contract shall be modified.

[End of Clause]

#### **H.5 PRINTING RESTRICTIONS**

The Contractor is prohibited unless authorized by the Contracting Officer from supplying printing for this contract. The term "printing" includes and applies to processes of composition, plate making, press work and binding. The Contractor may, as required, provide duplication not to exceed 5,000 units of any one page, no more than 25,000 units in the aggregate of a multiple page item. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. Duplication is defined in the Government Printing and Binding Regulations published by the Joint Committee on Printing Congress of the United States, a copy of which may be obtained from the Superintendent of Documents, Government Printing Office.

[End of Clause]

#### **H.6 OPTIONS**

- (a) This contract is renewable, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor prior to but not later than the expiration date of this contract; provided, that the Contracting Officer shall have given preliminary written notice of the government's intention to renew at least sixty (60) days before this contract is to expire.
- (b) If the Government exercises the options for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any option under this clause, shall not exceed 48 months.

[End of Clause]

## **H.7 ADMINISTRATIVELY RESTRICTED INFORMATION**

- (a) The Contractor shall not publish or otherwise disclose, except to the Government, any information or data obtained hereunder from private individuals, organizations, or public agencies without the written consent of the Contracting Officer.
- (b) The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all consultant agreements or subcontracts hereunder with persons or firms who are to perform any part of work under this contract.

[End of Clause]

## **H.8 INSURANCE**

- (a) The Contractor shall carry and maintain during the entire period of performance under this contract adequate insurance as follows:
  - (1) Workman's Compensation and Employee's Liability Insurance: minimum \$100,000 per incident;
  - (2) Automobile General Liability Insurance: minimum of \$200,000 per person, \$500,000 per accident, and \$20,000 property damage; and
  - (3) Comprehensive General Liability Insurance: minimum of \$500,000 for personal injury per occurrence.
- (c) Prior to commencement of work hereunder, evidence of the required insurance shall be furnished in a form satisfactory to the Contracting Officer. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than thirty (30) days before such change, expiration, or cancellation is effective.

[End of Clause]

## **H.9 FACILITY ACCESS**

During the life of this contract, the rights of ingress to and egress from the Department of Justice facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Department of Justice Facility.

[End of Clause]

## **H.10 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL**

- (a) Security Screening and Investigation  
(Note there are certain positions that are covered by the Contractor Employee Reliability Program (CERP) document which is attachment J-12 to this RFP and there are certain positions that follow the security requirements contained in this clause. A list of CERP and NON-CERP covered positions will be provided to the contractor after contract award.

- (1) The Contractor is responsible for pre-screening for suitability all persons proposed for work under this contract and for ensuring that all such persons have submitted to a Government-performed security investigation prior to assignment hereunder as indicated below:

Any offer of employment of the Office of Justice Programs (OJP) contract should be contingent upon the completion and review by the Contractor's personnel officer of the Standard Form 85P (SF-85P) Questionnaire for Public Trust Positions) and eventual receipt of a clearance from OJP. The Contractor is responsible for screening applications for employment and must review all answers of the SF-85P. Specific written statements are required for affirmative answers on the SF-85P to questions 12 (Have you been fired, quit, etc.), 20 (Police record), and 21 (involvement with dangerous drugs).

The OJP Security Staff will also initiate a National Agency Check with Written Inquiries (NACI) investigation on all contractor personnel. The intent and purpose of security screening and investigation are to preclude the assignment of any individual who poses a threat to the Government or to successful contract completion due to past unlawful or inappropriate behavior. The Contractor shall ensure that each prospective contract or subcontract employee furnishes all required data in the form and format determined by OJP's Security Staff or its duly authorized representative. The COTR will notify the Contractor when investigations are completed and individuals are authorized to begin work under the contract, or are found to be unsuitable for assignment to the contract.

- (2) At least thirty (30) days prior to the start of contract performance, the successful offeror shall submit to the COTR the following completed security forms for individuals proposed for work under the contract and receiving NACI investigations:

Form No.	Form Title	No. of Originals	No. of Copies
FD-258	Fingerprint Crd.	2	-
SF-85P	Questionnaire for Public Trust Positions	1	2
OBD-220	Privacy Act Protected Information	1	1
I-9	Employment Eligibility Verification	1	1

	Foreign Born or Foreign Citizen Relatives	1	1
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\*All copies must bear an original signature.

The Contractor is also responsible for submitting the required security forms for all individuals proposed for hire during the life of the contract. Because the processing time for security clearances is typically 45-60 days, the forms must be submitted at least sixty (60) days before the contractor plans to assign the employee to work on the contract.

- (3) Security investigations are very costly to the Government. The contractor shall make every effort to preclude any avoidable costs by the Government for security investigations by pre-screening all applicants in accordance with the guidelines found in paragraph (a)(4) of this clause, and by ensuring that otherwise satisfactory and physically able employees assigned hereunder remain in contract performance for at least one (1) year. The fact that the Government performs security investigations shall not in any manner relieve the Contractor of his responsibility to ensure that all personnel furnished are reliable and of reputable background and sound character. Should a security investigation conducted by the Government render ineligible a Contractor furnished employee, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated his responsibilities to make every effort to select reliable employees of reputable background and sound character. Should there be need to replace a Contractor or subcontractor employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated his responsibilities to select trained and experienced employees.
- (4)
  - (i) Any offer of employment of the Office of Justice Programs (OJP) contract should be contingent upon the completion and review by the Contractors personnel officer of the Standard Form 85P (SF-85P) Questionnaire for Public Trust Positions) and eventual receipt of a clearance from OJP. The Contractor is responsible for screening applications for employment and must review all answers of the SF-85P. Specific written statements are required for affirmative answers on the SF-85P to questions 12 (Have you been fired, quit, etc.), 20 (Police record), and 21 (Involvement with dangerous drugs).
  - (ii) The Contractor's personnel officer must determine whether the conduct of the person being considered for assignment on OJP contract indicates a potential for behavior which would interfere with, prevent or otherwise impact adversely on (1) the position to be filled by the applicant; (2) the performance of the duties and responsibilities or others on the contract or in the Government; or (3) the ability of the employing agency to effectively carry out its mandated responsibilities. If the Contractor's personnel officer determines that employing an applicant will not promote the efficiency of the OJP contract, the applicant must be disqualified from assignment on the contract.
- (b) The Office of Justice Programs uses several basic factors in making suitability determinations for contract employees. This information is intended as a guide and is not inclusive of all disqualifying situations.

(1) **Mandatory Disqualification Factors.** The following conduct factors, as disclosed on the SF-85P, in a written statement or personal interview with the applicant, or established during a reference check will disqualify an applicant from employment on a OJP contract. Contractors should not refer such individuals to the OJP for work under the above cited contracts under any circumstances. (Recent is defined as within the past 6 years.)

- (i) Convictions resulting from a serious felony (e.g. murder, rape, armed robbery), regardless of when the conviction occurred.
- (ii) Recent felony conviction, notwithstanding the severity of the crime.
- (iii) Recent period of incarceration as a result of a felony conviction.
- (iv) Infamous or disgraceful conduct (e.g., bizarre behavior indicating depravity)
- (v) Recent history of drug abuse
- (vi) Current continuing alcohol abuse
- (vii) Intentional false statement, deception, fraud in appointment (e.g., altering the condition of discharge on military discharge documents, altering college transcripts, falsely completing the SF-85P and the SF-85-S, etc.)
- (viii) Default on a guaranteed student loan (Default on the student loan without attempt to repay)
- (ix) Non-U.S. citizenship (Non-legal residents, recent legal residents (i.e. resided in U.S. less than four years), non-U.S. citizens maintaining citizenship in "Soviet bloc" and/or "hostile" countries. This will be reviewed on a case by case basis.)
- (x) Reasonable doubt of loyalty to the United States (e.g., membership in organizations advocating violence or overthrow of the U.S. government)

(2) **Discretionary Factors** The following factors may be accepted based on consideration of the nature and seriousness of the offense, timeliness, frequency and potential basis for rehabilitation. This decision must be made on a case by case basis, and is subject to review by OJP's personnel.

- (i) Recovering alcoholic (Applicant must show a clear and sustained break in the pattern and evidence that the abuse will not occur again such as medical care or active participation in a rehabilitation program.)
- (ii) Rehabilitated drug user (See comments in (b)(2)(i) above)
- (iii) Default on a guaranteed student loan or other credit problems (Applicant must be taking steps to repay the defaulted loan and/or to repay all just debts over \$300. Past experience has shown that many applicants have credit problems, which delay the issuance of security clearances. The Contractor is encouraged to utilize resources available (including credit checks) to ensure that applicants fully explain credit/financial problems on their security applications.)
- (iv) Delinquency or misconduct in prior employment (The act of conduct that led to the dismissal should be considered, rather than the mere fact of dismissal. Is the applicant reliable and trustworthy? Dismissal for cause from previous Federal Government employment is normally disqualifying.)
- (v) Non-Citizenship (Applicant is a legal U. S. Resident and has lived in the United States at least four years long enough for a background investigation to yield adequate information. Non-U.S. citizens who maintain citizenship in "Soviet bloc" countries and/or "hostile" countries may be disqualified from employment by the Office of Justice Programs even though they have resided in this country for four or more years.)
- (vi) Delinquent in any amount due for Federal or State Taxes
- (vii) Pending indictments or criminal charges

- (3) Given the above guidelines for determining suitability, the Contractor's personnel officer should be able to determine, without OJP involvement, which applicants are unsuitable for OJP Division contract employment. However, additional questions and requests for information may result from review of the security packages by OJP personnel.
  - (4) In the event OJP or the Contractor has reasonable cause to believe that an employee under the contract falls under any of the eleven mandatory disqualification factors listed above, the employee must be removed from OJP contract work. In addition, all contract employees are expected to adhere to OJP's Standards of Conduct (available from the Contracting Officer).
  - (5) Should the Contracting Officer determine that the Contractor has failed to comply with the terms of paragraphs (b)(3) and (b)(4) of this clause, the Contractor may be held monetarily responsible as a minimum, for all reasonable and necessary costs incurred by the Government to (a) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat or OJP disruption and (b) conduct security investigations in excess of those which would otherwise be required.
  - (6) Nothing in this Clause shall require the Contractor to bear costs involved in the conduct of security investigations for replacement of an employee who becomes deceased or severely ill for a long period of time.
  - (7) Acceptance by the Government of consideration to which the Government may be entitled pursuant to paragraph (b)(5) of this clause shall be construed to establish a course or conduct which will serve to limit the rights and remedies otherwise available to the Government. Under no circumstances shall the Contractor fail to comply with the terms and conditions set forth herein without assuming liability for such failure as may be established pursuant to this clause. The rights and remedies conferred upon the Government by this clause are in addition to all and other rights and remedies specified elsewhere in this contract or established by Law.
- (c) Rights of Egress and Ingress. During the life of this contract, the rights of ingress to and egress from OJP facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from OJP facility.
- (d) Building Access Passes
- (1) When any Contractor or subcontractor personnel enter a DOJ building for the first time, the Contractor shall allow one hour for security processing and the issuing of building access passes.
  - (2) Passes shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The Contractor's employees shall present themselves for the issuance of renewed passes when required by the Government as scheduled by the Contracting Officer's Technical Representative (COTR) or his designee. The Contractor shall notify the COTR when employee passes are lost, and must immediately apply for issuance of a replacement pass. It is the Contractor's responsibility to return passes to the COTR or his designee when a Contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

- (e) Personnel Requirements (Hiring). The Contractor shall not hire any employee with the specific purpose of providing interim employment for the employee until employment by the Government can be effected.

[End of Clause]

#### **H.11 PROPERTY/EQUIPMENT ACQUISITION AND REPORTS**

Prior to the acquisition of any property, equipment or furniture (excluding expendable supplies), the Contractor shall submit a written request to the Contracting Officer for such property, equipment or furniture setting forth the complete nomenclature including brand name, model number, estimated price/cost, quantity, etc. The Contracting Officer will review the request for proper authorization and shall approve or disapprove the request as appropriate. The Contracting Officer may, at his discretion, forward the request to the OJP property office for comments or recommendations. The decision of the Contracting Officer on the acquisition of new property, equipment or furniture shall be final. In the event the Contracting Officer approves any request for the acquisition of property, equipment or furniture, the contractor shall take all necessary precautions to safeguard and protect the material in question. The requirements of "Government Property" clause in Section I apply as appropriate to all property, equipment or furniture acquired for use under this contract. An itemized report of all Government furnished property/equipment and/or contractor acquired property/equipment using contract funds shall be provided to the Contracting Officer sixty (60) days prior to the completion date of this contract. Upon submission of the final invoice and completion of the contract effort, a final property/equipment report shall be provided the Contracting Officer for proper disposition prior to contract close-out.

[End of Clause]

#### **H.12 INDEMNIFICATION**

##### (a) Responsibility for Government Property

- (1) The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage or whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, and subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
- (1) If due to the fault, negligent acts (whether by commission or omission) and/or dishonesty of the Contractor or its employees, any Government owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may require the Contractor to make repairs or, if the property is lost or damaged beyond economical repair, to reimburse the Government in an amount determined by the Contracting Officer.
  - (a) Hold Harmless and Indemnification Agreement. 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 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 to the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

- (b) Government's Right of Recovery Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

[End of Clause]

#### **H.13 WAGE RATE DETERMINATION, 94-200/Revision No. 11**

- (a) This contract is subject to the Service Contract Act pursuant to the clause FAR 52.222-41 entitled "Service Contract Act of 1965, As Amended" in Section 1. As a result, the class of employees who are performing under the contract and who are subject to the Service Contract Act shall be paid in accordance with the wage rate determination that is appropriate for the place of performance.
- (b) Pursuant to FAR 52.222-49 entitled "Service Contract Act-Place of Performance Unknown" in Section 1, the Contracting Officer will request wage determinations for additional places or areas of performance, if asked to do so in writing by 4:00 p.m., September 21, 1999.
- (c) Offerors who intend to perform in a place or area of performance for which a wage determination has not been requested may nevertheless submit a proposal. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

[End of Clause]

#### **H.14 DISCLOSURE OF DATA UNDER THE FREEDOM OF INFORMATION ACT (FOIA)**

- (a) If a request for information contained in a proposal is requested under the Government shall have the right to disclose any information or data contain proposal that results in a contract to the extent provided under the notwithstanding any restrictive legends that may have been placed up accordance with the provision entitled "Use and Disclosure of Proposal

Information in Section L. The Government will, before disclosure, make an administrative determination on a case-by-case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the Act. In this determination the procedures outlined in 28 CFR, paragraph 16.7, shall be followed which, in part, affords the submitter of a proposal an opportunity to disclosure.

- (b) Within 30 days of contract award, the Contractor shall submit an original copies of its expurgated technical, management, and cost proposal, which used in response to requests under the Freedom of Information Act.

[End of Clause]

#### **H.16 YEAR 2000 WARRANTY - COMMERCIAL ITEMS**

The Contractor (Reseller) represents that the following warranty from [the manufacturer] applies to [the manufacturer's] products licensed under this (contract/order/BPA): The manufacturer warrants that [manufacturer's] hardware, firmware, and software products licensed or delivered under this (contract/order/BPA) and listed in (as attached hereto or as agreed to by the parties) shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology being acquired, properly exchanges date/time data with them.

The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of [the manufacturer's] standard commercial warranty or warranties contained in this contract or the applicable End User License Agreement, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include an obligation on [the manufacturer] to repair or replace any such software product whose non-compliance is discovered and made known to [the manufacturer] in writing at any time prior to June 1, 2000. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this contract with respect to defects other Year than 2000 performance.

#### **H.16 YEAR 2000 WARRANTY- NON-COMMERCIAL ITEMS**

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations when used in accordance with the product documentation furnished by the Contractor provided that all listed or unlisted items (e.g., hardware, software, firmware) used in combination with such listed item properly exchange date data with it.

If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty then that warranty shall apply to those listed items as a system. The duration of this warranty and remedies available to the Government for breach of this warranty shall be defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provisions), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000.

Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

**H.17 CONSENT FOR SUBCONTRACTS**

The Contractor shall obtain consent from the COTR and the Contracting Officer prior to entering into any subcontracts when required under FAR 52.244-2 entitled "Subcontracts (Cost Reimbursement and Letter Contracts)."

**H.18 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for this contract. The Government's obligation this contract is contingent upon the availability of appropriated funds from which payment for 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.

**[END OF SECTION]**

**PART 11 CONTRACT CLAUSES  
SECTION I**

**CONTRACT CLAUSES**

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

**1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1996	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLED-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	APR 1998	ALLOWABLE COST AND PAYMENT

52.219-8	JUN 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 1999	SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (JAN 1999)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	JAN 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	APR 1984	CERTIFICATION OF NONSEGREGATED FACILITIES
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.203-6	APR 1996	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD Alternate I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES

52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS Alternate 11 (AUG 1998)
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of Clause]

**I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change. (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

[End of Clause]

**1.3 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)**

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 specified in the Schedule.

[End of Clause]

**1.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor upon the expiration of the previous year; provided, that the Government shall give 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 provision.

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

[End of Clause]

**1.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998) Alternate I (OCT 1998)**

(a) Definitions As used in this clause

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B: and

- (i) No material change in disadvantaged ownership and control has occurred since its certification;
- (ii) Where the concern is owned by one or more disadvantaged individuals, 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)
- (iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has 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. In this

case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or is a joint venture as defined in 13 CFR 124.1002(f).

(3) "Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)). "United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment

- (1) Offers will be evaluated by adding a factor of     10%     percent to the price of all offers, except--
  - (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
  - (ii) For DoD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;
  - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
  - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and
  - (v) For DoD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_\_ Offeror elects to waive the adjustment.

(d) Agreements

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for–
  - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
  - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
  - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
  - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
  
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

**1.6 PAYMENT FOR OVERTIME PREMIUMS**

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed \$0.00.

[End of Clause]

**1.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.**

<u>Employee class</u>	<u>Minimum Hourly Wage</u>		<u>Wage-Fringe Benefits</u>
Secretary I	9.32		1.63
Secretary II	10.49		1.63
Secretary III	11.65		1.63
Secretary IV	12.93		1.63
Secretary VI	14.33		1.63
Emergency Medical Technician/ Paramedic Ambulance Driver	10.05		1.63

Medical Assistant	9.02		1.63
Pharmacy Technician	11.24		1.63
Guard I		5.28	1.63
Guard II	7.89		1.63
Police Officer	14.25		1.63
Engineering Technician I	8.76		1.63
Engineering Technician II	10.10		1.63
Engineering Technician III	11.77		1.63
Engineering Technician IV	14.50		1.63
Engineering Technician V	16.67		1.63
Engineering Technician VI	20.16		1.63
Laboratory Technician	12.03		1.63
Unexploded Ordnance Technician I	15.28		1.63
Unexploded Ordnance Technician II	18.49		1.63
Unexploded Ordnance Technician III	22.16		1.63
Unexploded Sweep Personnel	15.28		1.63

[End of Clause]

**1.8 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(a) Method of payment.

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

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

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information., (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph \_) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by\_\_\_\_\*. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

\*To be filled in after award.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

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

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph l) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract. EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
  - (1) The contract number (or other procurement identification number).
  - (2) The Contractor's name and remittance address, as stated in the contract(s).
  - (3) The signature (manual or electronic, as appropriate), title, and telephone

- (4) number of the Contractor official authorized to provide this information. The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

[End of Clause]

**1.9 UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIAL (JAR 2852.223-70) (JUN 1996)**

- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the

Disputes clause of this contract.

- (f) Nothing contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

[End of Clause]

[END OF SECTION]

**PART III LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**  
**SECTION J**  
**LIST OF ATTACHMENTS**

Attachment No.	Attachment Title	Number of Pages
J1	Statement of Work	
J2	Certificate of Indirect Costs	
J3	Personnel Resources Matrix	
J4	Past Performance Questionnaire	
J5	Award Fee Plan	
J6	COBRA Training Complex Map	
J7	COBRA Training Complex Picture	
J8	Custodial Services Frequency Chart	
J9	Bidders Mailing List	
J10	Wage Determination, 94-2001 /Revision No. 11	
J11	DOL Memorandum No: 192, dated 5/24/99	
J12	Contractor Employee Reliability Program (CERP) Guidebook	

[END OF SECTION]

**PART IV REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS**

**K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (a) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-
  - (1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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. 701 (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.

(d) 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.

(e) 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

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name

TIN

[End of Provision]

**K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

- (a) Definition. Women-owned business concern, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

[End of Provision]

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
  - (i) The Offeror and/or any of its Principals-
    - (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) 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 public (Federal, state, or local) contractor subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(d)

[End of Provision]

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)**

- (a)
  - (1) The standard industrial classification (SIC) code for this acquisition is SIC.8744.
  - (2) The small business size standard is 20 Million.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
  - (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
  - (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women- owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision. "Women-owned small business concern," as used in this provision, means a small business concern

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the 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.

(d) Notice

- (1) This solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment;
- and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

**K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)**

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

\_\_\_(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, 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 24.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

\_\_\_(ii) It has 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.

(2) \_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) 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:\_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

[End of Provision]

**K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that-

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained

in Section 201 of Executive Order No. 11114;

- (b) It [ ] has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

**K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [J has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

**K.10 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that—

- (a) Any facility to be used in the performance of this proposed contract is listed on the Environmental Protection Agency (EPA) List of Violating Fac
- (b) The Offeror will immediately notify the Contracting Officer, before award, receipt of any communication from the Administrator, or a designee, of the indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violation Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification including this paragraph (c), in every nonexempt subcontract.

[End of Provision]

**K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)**

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through 111. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part 11 does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201 - 2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

- (b) Any offeror submitting a proposal which, if accepted, will result in a Contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903. 202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

\_\_\_(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

*(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)*

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\_\_\_(2) Certificate of Previously Submitted Disclosure Statement.  
The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where Filed \_\_\_\_\_:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\_\_\_(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award

resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\_\_\_\_(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the

Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90- period following the cost accounting period in which the monetary exemption was exceeded.*

## II COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause. The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

*CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.*

## III ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES       NO

End of Provision]

[END OF SECTION]

## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### L.1 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/>

#### 1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
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#### L.2 52.204-6 DUNS UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to Obtain one. A DUNS number will be provided immediately by telephone at no charge to the Offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

[End of Provision]  
52.214-34

APR 1991

SUBMISSION OF OFFERS IN THE ENGLISH  
LANGUAGE

52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-16	OCT 1997	FACILITIES CAPITAL COST OF MONEY
52.219-24	JAN 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

[End of Provision]

**L.3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION  
(OCT 1997)**

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) The statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

- (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and-
  - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15 th);
  - (B) It was sent by mail (or telegram or facsimile, if authorized) or and-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
  - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;
  - (D) It was transmitted through an electronic commerce method authorized by the solicitation and 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 proposals; or
  - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
  - (F) It is the only proposal received

- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
- (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals 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 proposals 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. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in

proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(12) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

[End of Provision)

**L.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
  - (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include
    - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
    - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
    - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribe FAR 15.406-2.

[End of Provision]

#### **L.5 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a cost-plus-award-fee contract resulting from this solicitation.

[End of Provision]

#### **L.5.1 NOTICE OF SPLIT AWARDS**

Department of Justice approach to this requirement. This facility (The COBRA Training Facility has been operated by a company under contract with the U.S. Army, Department of Defense at Fort McClellan, Alabama. Effective October 1, 1999, Fort McClellan will no longer exist, and the U.S. Department of Justice will take over the facility as the Center for Domestic Preparedness, which includes The COBRA Training Facility. The Government will use the flexibility of a cost reimbursable scenario to address possible additional requirements after award. Contractors are cautioned to review carefully the RFP. When responding to the requirements in the RFP, contractors are encouraged to stay flexible and offer alternative solutions and approaches to the requirements as stipulated in this RFP.

Please also note that the Government plans to make two awards under this RFP. One will be provided to provide operations and maintenance support. The other will be to provide quality control services.. Contractors proposing on operations and maintenance sections cannot propose on quality control sections and the reverse is also true.

NOTE: All contractors shall propose on sections C.1, C.2, C.3, C4, of the Performance Work Statement. The following sections have been identified as operations and maintenance in Section C of the Performance Work Statement: C.5. 1, C.5.2, C.5.3, C.5.4, C.5.5, C.5.6, C.5.7, C.5.8, C.5.9, C.5. 10, C.5.11, C.5.12, C.5.13, C5.14, C.5.18, C.5.19, C5.20 and C5.26. The following sections have been identified as quality control in Section C of the Performance Work Statement: C.5.15, C.5.16, C.5.17, C.5.21, C.5.22, C.5.23 and C.5.24 and C.5.25. Contractors are to submit their proposals by CLIN Numbers.

#### **L.6 52.233-2 SERVICE OF PROTEST (AUG 1996)**

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Eldred L. Jackson  
Supervisory Contract Specialist  
810 Seventh Street, N.W., Room 3616  
Washington, D.C. 20531

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

[End of Provision]

**L.7 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

[End of Provision]

**L.8 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAR 2852.233-70) (JAN 1998)**

- (a) The following definitions apply in this provision:
  - (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
  - (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
  - (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
  - (1) Indicate that it is a protest to the agency.
  - (2) Be filed with the Contracting Officer.
  - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
  - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

- (i) Name, address, facsimile number and telephone number of the protestor
  - (ii) Solicitation or contract number.
  - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
  - (iv) Copies of relevant documents.
  - (v) Request for a ruling by the agency.
  - (vi) Statement as to the form of relief requested.
  - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
  - (viii) All information establishing the timeliness of the protest.
- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden,

remains in effect until the protest is decided, dismissed, or withdrawn.

- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

[End of Clause]

**L.12 PHYSICAL FORMAT OF PROPOSALS**

- (a) Each Offeror shall submit a proposal in response to this solicitation subject to the following requirements and limitations:

<u>Volume/Title</u>	<u>Page Limitation</u>	<u>Copies</u>
I. Technical/Management Proposal	100	6
II. Cost Proposal	100	6
III. Representations and Certifications	N/A	2

- (b) Offerors are encouraged to abide by the spirit and the letter of the page limitations stated above. Proposals must be legible, single spaced, typewritten, in a type-size not smaller than twelve (12) point proportional, on paper not larger than 8-1/2" by 11" and not exceed the page limitations specified above. The practice of "kerning" or any other method of manipulation of the sizing and spacing of characters is not permitted. Pages in excess of the individual limitations shall not be read, and the proposals shall be evaluated as if the excess pages did not exist. Some fold-out charts or diagrams may be used within the aforementioned restrictions/page limitations. Each 8-1/2" by 11" pages fold-out will be counted as one page (i.e., one fold-out with two pages will be counted as two 8-1/2" by 11 pages). Resumes and other appendices are not subject to the above page limitation.

**L.13 TECHNICAL PROPOSAL REQUIREMENTS**

- (a) The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/price information, excluding labor categories and labor hours.

- (b) The Offeror shall submit the following information:
  - (1) Two completed and signed solicitation packages with all representations and certifications executed, and with cost/prices in Section B;
  - (2) Six copies of the technical proposal;
  - (3) Six copies of the cost/price proposal. (This applies only if pricing information other than prices in Schedule B is required). Otherwise it is N/A/)

- (c) Technical Proposal. Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether to the proposed solution identified in the Offeror's proposal will meet the requirements of the Government. To this end, each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the prospective

Contractor has a through knowledge and understanding of the requirements and has a valid and practical solutions for technical problems. Statements which paraphrase the specifications, or attest that "standard procedures will be used" are inadequate to demonstrate how the Offeror proposes to comply with the requirements of the specifications, and this clause. At a minimum, the proposal must clearly provide the following:

(d) Your attention is directed to the fact that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds.

(e) This request does not commit the Government to award a contract nor to pay for costs incurred in making necessary studies or designs for the preparation thereof, nor to procure or contract for the services or supplies. The Government reserves the right to reject any or all proposals, or to negotiate separately with any source(s) considered qualified.

(f) Prospective offerors are cautioned against discussing the preparation of their proposal or technical questions with Government technical personnel. The circumstances of such a contract, when verified, may result in non-consideration of the offeror's proposal. Discussions with Government technical personnel concerning the specifications, the documents incorporated by reference, cost and pricing, or any other technical matters are strictly forbidden. Accordingly, all communications prior to award, shall be directed to the Contracting Officer whose name and phone number appear in Block 10 of the Cover Page, Standard Form 33.

(g) The technical proposal shall cover the offeror's approach for achieving the objectives of the Performance Requirements outlined in the Performance Work Statement in sufficient detail for each factor to be evaluated in accordance with the evaluation criteria set forth in Section M. The technical proposal should be prepared in such a manner that it is keyed to the appropriate functional area and paragraph.

**Offerors are to use the paragraph numbering system as detailed in the Performance Work Statement to address the technical objectives of the requirements by specific reference to each requirement. Contractors are cautioned against the use of extraneous information, charts, graphs, etc. that are not relevant to this requirement.**

**Volume I-Technical Proposal**

**Executive Summary**

**Table of Contents**

**Factor I-Management Plan**

**Factor II- Quality Control Plan- Tailored to the requirement must contain items similar or equal to ISO 9000 standards**

**Personnel Resources and Staffing**

**Personnel Qualifications**

**Past Performance-** Specifically related to this requirement.

**Executive Summary**

This summary shall briefly summarize the approach to achieve the overall performance requirements. This section will not be included in the overall total page count.

**Factor I Management Plan**

The offeror shall furnish a management plan as part of their proposal. The management plan should be

innovative and shall describe how the work and services to be performed under the anticipated contract would be managed at the Cobra Training Facility. The following areas should be addressed in the order shown below:

- (1) The processes and controls the offeror proposes for managing the contract.
- (2) Monitoring techniques for schedule control and the identification and resolution techniques of problem areas in a timely fashion.
- (3) The schedules which will be used for a logical, timely pursuit of the workload identified as requirements, and the number of personnel dedicated full-time to ensure the management.
- (4) Specify the integration of corporate resources and proposed subcontractors, for the oversight and performance of the work.

### **Factor II- Quality Control Plan**

The offeror shall furnish a **TAILORED Quality Control Plan**, which may be modified after award and incorporated into the Government's Quality Assurance Surveillance Plan. The Quality Control Plan should address the following areas in the order shown below:

The inspection program for all services under the contract.

The methods and techniques for detection and correction of the deficiencies.

The offeror's ability to respond to and satisfy complaints.

The offeror's initial quality control proposed for use at the COBRA Training Facility.

The plan should address the number and frequency of unscheduled inspections and the number of personnel dedicated full time to ensuring compliance with the requirements in the Performance Work Statement; specifically the quality control point of contact.

### **Factor III Personnel Resources/Staffing Approach**

The offeror shall present a staffing plan which shall include the availability of personnel resources with work experience directly related to the task descriptions in the Performance Work Statement. This will include personnel of the subcontractors as well as the prime contractor. This section of the technical proposal shall address the following areas in the order shown below:

- (1) The offeror must describe the project team organizational structure based on the requirements identified in the Performance Work Statement. The offerors' proposal will indicate a clear line of authority and responsibility for the project team and precisely where the project team reports in the corporate organization
- (2) This section must contain resumes for all key personnel being proposed. (Available means available to work, if and when ordered.) Full-time means a regular labor-year. Although the definition of labor-year in terms of precise hours will vary from company to company, for the purpose of this requirement, a regular labor-year is 1960 exclusive of federal holidays. Full-time does not apply to categories whose total hours in Section H are clearly less than a full-time person, however, such persons must at all times be available to work under the resultant contract. The offeror shall present current signed resumes in accordance with **Section H**. (Section H outlines which positions require resumes with the proposal).

The proposal must clearly describe how all other key personnel proposed can perform Statement of Work requirements. The past experience of key personnel that can be applied directly to the technical area listed in the Performance Work Statements. This includes education, skills, training, years of experience, relevance of experience, and work performed on similar projects. In addition, the following requirements apply to key personnel and must be provided as part of Section III of the offer:

- (1) Letters of Commitment-Key Personnel. All proposed key personnel require written, signed (by employee/contingency hire) and dated letters of commitment from current employees that state they:
  - (a) Will remain employed by the Offeror and
  - (b) Will work on the resultant contract.
- (2) Letters of commitment must be submitted for contingency hires, defined as persons not currently employed but who have executed a binding letter of commitment for employment with the Offeror, if the Offeror receives award under subject solicitation. The letter of commitment must reflect agreement on salary, benefits and position. New hires may not be proposed for Key Personnel. (A hire as defined as specified or unspecified persons to fill an empty billet who are neither identified as a current employee of the Offeror (or proposed subcontractor nor as a contingency hire).

#### **Factor IV-Past Performance**

(1) The offeror shall submit the following relevant past performance information (up to 15 contracts). Each reference must be for a contract, order, subcontract grant, etc. under which the offeror is currently performing or that has been completed after October 1996.. The offeror shall provide the following information for each past performance reference. It is the offerors' responsibility to ensure that each reference is current.

- (1) Company or Agency Name, Organization Division/Unit (if applicable), Address and Technical Representative's name, phone number and fax number. (This is the person who is expected to complete the past performance questionnaire.
- (2) Contract/Identification Number
- (3) Order Number (if applicable)
- (4) Title
- (5) Contract Value.
- (6) Period of Performance: Start End Date.
- (7) Place(s) of Performance. (City State or Country)
- (8) Description of work, including aspects of the work the offeror deems relevant to the proposed requirement(s).
- (9) Number of strikes and informational pickets associated with the contractor during the performance of the contract.
- (10) Offerors shall describe the extent to which they attained applicable goals for small businesses and targets for small disadvantaged businesses participation in each contract if applicable.
- (11) Offerors shall demonstrate past performance information on proposed subcontractors who are to perform 20% or more of the proposed contract amount, or who are proposed in any of the Key personnel categories. Subcontractor performance must be relevant to the work required under this RFP and to the work to be subcontracted.

Past Performance Questionnaire. The offeror shall send a past performance questionnaire (See Attachment J4) to the technical representative for no more than ten (10) of the fifteen (15) past performance references. The offeror shall instruct each past performance reference to complete the questionnaire and submit it directly to the following address:

Attn: Eldred Jackson  
Office of Justice Programs  
Acquisition Management Division  
810 Seventh Street N.W.  
Washington, DC 20531

The offeror shall list the references to which it sent the questionnaire. Past Performance information may be submitted up to 15 days prior to the closing date of the RFP.

- (2) The Offeror may provide information on problems encountered on the contracts, subcontracts, and grants identified in paragraph one above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts and grants. This information will be obtained from the references.
- (3) The offeror shall provide a list of any government or commercial contracts and grants which were terminated before the original expiration date within the past five (5) years, including the contract number, contracting organization name and address, name and telephone number of the Contracting Officer, and name and telephone number of the Contracting Officer's Technical Representative (COTR) or technical point of contact. The offeror shall list and explain any legal proceeding against the firm, or individuals in the firm, related to the provision of the type of services to be acquired under this contract.
- (4) The offeror shall provide a list of all cost-type contracts overrun by more than 10 percent of the original estimated contract price and all time and materials or labor-hours contracts for which the final invoice exceeded the original contract ceiling price by more than 10 in the past two years. Included shall be the name of the agency funding the work, the contract number and amount, Contracting Officer and COTR names and telephone numbers, and the reason for the excess.
- (5) The Offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality award, private sector awards or certification (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ASI/EIA-599), or ISO 9000 registration.
  - (i) Identify what portion of the company (one division or the entire company) that received the award.
  - (ii) Describe when the award or certification was bestowed. If the award certification is over three years old, present evidence that the qualifications still apply.
- (6) Each offeror will be evaluated on his/her performance under existing and prior contracts and grants for similar products or services. Performance

information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Business Management Past Performance Questionnaire identified in Section J will be used to collect this information. References other than those identified by the Offeror may be contacted by the Government with the information received used in the information received used in the evaluating of the Offeror's past performance.

## **VOLUME II, FACTOR VI-COST PROPOSAL**

OFFEROR IS REQUIRED TO SUBMIT VOLUME III (COST PROPOSAL) IN A SEALED ENVELOPE, SEPARATE FROM THE TECHNICAL PROPOSAL IN THE REQUIRED NUMBER OF COPIES.

- A. Offerors shall complete and sign Solicitation, Offer and Award (SF-33)
- B. Offerors shall complete Standard Form 1448, or other suitable cost breakdown format, in the required detail for basic 12 month period and one for each of the four 12 month option periods. A standard Form 1448 must be prepared showing cumulative figures for the entire five year period of the contract. Additional schedules and notes of explanation shall be used as required to support the figures contained on the the Standard Form 1448.
- C. This section shall provide the following information concerning the company (or other business entity); date of founding, place of incorporation (if applicable) principal stockholders and key corporate officers (if a corporation), parent firm (if a subsidiary), or other ownership (individual, partnership, other) location of home and field offices, location and general summary description of facilities, and type of work in which the firm is engaged, including a complete listing of all approved Standard Industrial Classification (SIC) codes for the company or its performing subsidiary. The information will not be included in the page count. The Government reserves the right to request additional financial capability of the Offeror.
- D. Offerors should either attach evidence of Government approved rates for overhead, fringe benefits, and General Administrative expense.
- E. Offerors should be alert to Section M, "Evaluation Criteria and Award," as it pertains to reasonableness of cost. Provide information described below:
  - (1) Direct labor rate(s) for Prime and Subcontractor;
  - (2) Overhead rate(s) for Prime and Subcontractors (including fringe if separate pool);
  - (3) General and Administrative (G&A) rate for Prime and Subcontractors;
  - (4) Number or hours per week of uncompensated overtime by labor category (if proposed);
  - (5) Percentage of effort between Prime and Subcontractors;
  - (6) Name, address and telephone number of the Offerors' cognizant audit agency

REPRESENTATIONS AND CERTIFICATIONS - VOLUME III

Offerors shall include all representations and certifications in this section of the proposal.

**L.14 SUBCONTRACTING PLANS AND TARGETS FOR SMALL DISADVANTAGED BUSINESSES**

All offerors that are large businesses or non-profit organizations shall submit subcontracting plans in accordance with FAR 52.219-9 which requires an individual plan that separately addresses subcontracting with small business concerns, small disadvantaged business concerns, and women-owned businesses by year. OJP's current subcontracting goals are 70% for small businesses, 10% for small disadvantaged businesses, and 5% for women-owned businesses. Offerors' subcontracting plans will be reviewed and evaluated based on the current Government's policy to utilize small, small disadvantaged, and women-owned businesses to the greatest extent possible. The number of subcontract opportunities, dollars, and percentage of goals will be considered.

In addition to the Small Business Subcontracting Plan, offerors are required as per FAR Part 19.1201 to propose targets for small disadvantaged businesses. Your failure to propose targets in accordance with this solicitation may result in rejection of your offer.

Targets proposed by the offeror will be incorporated into the resulting contract.

[End of Provision]

[END OF SECTION]

## SECTION M

### EVALUATION FACTORS FOR AWARD

#### M.1 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. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
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52.217-5	JUL 1990	EVALUATION OF OPTIONS
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#### M.2 AWARD OF CONTRACT

An award will be made to that offeror whose proposal, conforming to this solicitation, is determined to be in the best interests of the Government, price and other factors considered. Other factors include:

- (a) The offeror's compliance with those minimum standards prerequisite to an affirmative determination of responsibility as defined by Section 9.104-1 of the Federal Acquisition Regulations and restated in the section of the solicitation entitled SPECIAL INFORMATION FOR DEVELOPING PROPOSALS.
- (b) The offeror's compliance with minimum or mandatory technical requirements to the extent specified in the proposed Terms and Conditions and/or specifications contained in this solicitation.
- (c) Those technical factors, as set forth herein below, upon which a comparative ranking of proposals will be based in accordance with the relative order of importance accorded each respectively.

[End of Provision]

#### M.3 TECHNICAL EVALUATION FACTORS

Technical proposals found compliant, or which with minor revision can be made compliant with the minimum mandatory technical requirements referenced in paragraph (b) of the clause entitled "Award of Contract" in Section M, will be comparatively evaluated based upon the factors in accordance with their relative order of importance as described the clause entitled "Evaluation Criteria" in Section M.

[End of Provision]

**M.4 EVALUATION CRITERIA**

- (a) All proposals received shall be subject to evaluation by a duly selected panel of qualified Government Personnel. Proposals will be evaluated and a contractor selected on the criteria listed below. The following criteria with detailed assigned numerical weights will be used in the evaluation process, and have as a general objective the selection of a contractor that demonstrates a high level of knowledge, experience, and management and organizational capability, and in addition, gives promise through its management plan and budget that it will provide the highest quality of technical and program development expertise to the agencies, councils and boards served.
- (b) The technical proposal is capable of receiving 80 points. The cost proposal is capable of receiving 20 points. The following criteria with detailed assigned numerical weights will be used in the evaluation process:

**Technical Evaluation Criteria**

<b>Factor</b>	<b>Weight</b>
<b>Factor I-Management Plan</b>	<b>15 Points</b>

Evaluation of the Management Plan will be based upon the extent to which the proposal clearly demonstrates sound business practices. This subfactor considers the offeror's Management Plan which details how the offeror plans to support the services at the COBRA Training Facility. The processes and controls the offeror proposes for managing the contract will also be evaluated. The management plan should address monitoring techniques for schedule control and the identification and resolution techniques of problem areas in a timely fashion. The plan also should address the schedules which will be used for a logical, timely pursuit of the workload identified as requirements, and the number of personnel dedicated full time to ensure the management. Integration of corporate resources for the oversight and performance of the work should be specified. The proposed plan should be innovative, non-complex, and easy to implement.

<b>Factor Two-Quality Control Plan</b>	<b>25 Points</b>
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This subfactor considers the offeror's quality control plan including the inspection program for all services under the contract, the methods and techniques for detection and correction of the deficiencies, and the offeror's ability to respond to and satisfy complaints. Additionally, the Quality Control Plan should address the offeror's internal quality control proposed for use at the COBRA Training Facility. Finally, the plan should address the number and frequency of unscheduled. Inspections and the number of personnel dedicated full time to ensuring compliance with the requirements in the Statement of Work.

NOTE: Elements of this plan may be integrated in to the Government Quality Assurance

Surveillance Plan after award of the contract.

**Factor Three-Personnel Resources/Staffing Approach 15 Points**

This subfactor considers the offeror's quality of personnel assigned to perform the requirements of the support services at the COBRA Training Facility. The selected personnel will be evaluated on education, skills, training, years of experience and work performed on similar projects. This subfactor will also evaluate the appropriateness of the project team organizational structure based on the requirements identified in the Statements of Work. The offer should indicate a clear line of authority and responsibility for the project team and precisely where the project team reports in the corporate organization. Additionally, this subfactor will consider the percentage of work, which will be performed by a subcontractor versus the prime contractor.

**Factor Four-Past Performance 25 Points**

- a. The Government will evaluate the quality of the offeror's experience or past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capacity of the offeror and other competitors. Consequently, an offeror with an exceptional record of past performance will receive a favorable evaluation. An offeror with an acceptable record of past performance will receive a lower evaluation. Note the difference between "exceptional" and "acceptable" record of past performance.
- b. Evaluation of past performance will be a subjective assessment based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services at fair and reasonable prices. This is a matter of judgement. Offerors may be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack of, will be taken into consideration.
- c. Past performance will be scored and the Government's conclusions about overall quality of the offeror's past performance will be highly influential in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government.
- d. By past performance, the Government intends to consider the offeror's record of conforming to specifications and to standards of good workmanship; implementation of quality controls, the offeror's adherence to contract schedules, including administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior, commitment to customer satisfaction and the offeror's concern for the interests of the customer.

In judging past performance, the Government intends to consider, but it not limited to issues such as (1) offeror's past and present performance record; (2) performance deficiencies; (3) quality of work; (4) timely performance; (5) effective for management; (6) compliance with safety standards; (7) labor standards compliance; (8) personnel management practices; and (9) customer satisfaction.

**FACTOR VI COST 20 Points**

The budget and cost breakdown should be reflective of a plan to accomplish each tasks

contained in this RFP. Offerors must include five 12-month budgets and a five year summary with a detailed breakdown of price per programmatic task area and a narrative justifying the cost of each. The proposed budget should reflect a clear understanding of the knowledge, skill and experience required to perform the tasks and the suitability of the costs of obtaining the personnel needed to meet the requirements. Proposals, which do not reflect realistic costs, in the relationship of compensation to the professional job categories so as to impair the contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on the contract.

Other criteria considered under this factor include:

- A. All foreseeable costs included, within the indicated limits, and reasonable for what is being proposed.
- B. Total Compensation Plan (Professional Employees). In establishing compensation levels for professional employees, the total proposed compensation package, including salaries and fringe benefits, shall reflect a clear understanding of the requirements of the work and the ability to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty.
- C. Cost (Professional Compensation). Proposals which do not reflect realistic costs in the relationship between compensation and the professional job categories so as to impair the contractor's ability to recruit and retain competent professional employees may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on the contract.
- D. The evaluated total cost to the government (realism of proposed cost-plus-award fee) between substantially equal technical proposals shall be the determining factor in selection of a proposal for award. The Contracting Officer has the right to determine whether two or more technical proposals are "substantially equal" or whether any differences in technical weighing are "significant" for purposes of evaluating the overall merit of proposals.

## **M.5 AWARD SELECTION**

- (a) The technical evaluation criteria comprise 80% of the evaluation score and will be the most significant factor in the award decision. The cost evaluation criterion comprises 20% the evaluation score and will be a secondary factor in the award decision. Consequently, selection for contract award will be made based on which proposal offers the greatest value to the Government in terms of performance, cost, and other factors.
- (b) However, in the event that competing technical proposals are substantially equal, cost will be a deciding factor. The Contracting Officer has the right to determine whether two or more technical proposals are "substantially equal" or whether any differences in technical weighing are "significant" for purposes of evaluating the overall merit of the proposals.

[End of Provision]

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