

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 15-233-SOL-00264		6. SOLICITATION ISSUE DATE 06/15/2015
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHANELLE JACKSON			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 07/15/2015 1400 ET
9. ISSUED BY DHHS/PSC/AMS/DAM Twinbrook Place, Suite 400 12501 Ardennes Avenue Rockville MD 20857			CODE DAM	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		CODE		16. ADMINISTERED BY DHHS/PSC/AMS/DAM Twinbrook Place, Suite 400 12501 Ardennes Avenue Rockville MD 20857			
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Legal Service Providers						
							<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				ROSANNA BROWNING			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

A – LEGAL SERVICE PROVIDERS FOR UNACCOMPANIED CHILDREN

B - Consideration and Payment

B.1. Severable Services

The services acquired under this contract are severable services. Funds are only available for use for the line item to which they are obligated. Unused funds from one period (line item) may not rollover for use in other periods.

B.2. CONSIDERATION AND PAYMENT SCHEDULE (FFP)

The total fixed price of this contract/order is \$TBD. Payments shall be made upon the delivery and acceptance of each item listed in Section F.2.

CLIN 1: Task 4, Task 6, Task 9, Task 11

Base:	\$ _____
Option Period 1:	\$ _____
Option Period 2:	\$ _____
Option Period 3:	\$ _____
Option Period 4:	\$ _____

CLIN 2: Know Your Rights Presentation (Task 1)

Base:	\$ _____
Base Unit Price:	\$ _____
Option Period 1:	\$ _____
Option Period 1 Unit Price:	\$ _____
Option Period 2:	\$ _____
Option Period 2 Unit Price:	\$ _____
Option Period 3:	\$ _____
Option Period 3 Unit Price:	\$ _____
Option Period 4:	\$ _____
Option Period 4 Unit Price:	\$ _____

B.3 Consideration and Payment (T&M)

This is a time and materials contract. In consideration of satisfactory performance of the work as described throughout this contract/order, the Contractor shall be paid in accordance with the fixed loaded hourly rates as shown herein for the specified categories of labor based on the number of actual hours incurred in the performance of the work specified. Fully loaded rates shall be all inclusive of direct labor, fringe benefits, applicable indirect costs, and any profit for each labor category. Additionally, the contractor shall be paid for materials and travel directly chargeable to this contract/order. If the options are exercised subsequent year funding will be obligated by modification.

CLIN 3: Direct Representation (Task 2, Task 3, Task 5, Task 7, Task 8, Task 10, Task 12)

The base period and option periods are priced as follows:

B.2.1 Base Period

Region (NOTE TO OFFEROR: State Region from B.3)			
Labor Category	Loaded Hourly Rate	Estimated Hours	Total
Total Labor			
Material/Other Direct Costs			
Indirect on Material			
Travel			
Indirect on Travel			
Total Material/Travel			
Ceiling Price			

B.2.2 Option Period One

Region (NOTE TO OFFEROR: State Region from B.3)			
Labor Category	Loaded Hourly Rate	Estimated Hours	Total
Total Labor			
Material/Other Direct Costs			
Indirect on Material			
Travel			
Indirect on Travel			
Total Material/Travel			

- Region E: Region E covers the states with HHS Region 3. This includes Delaware, Virginia, West Virginia, Washington D.C. Maryland, and Pennsylvania.
- Region F: Region F covers the states within HHS Regions 1 and 2. This includes New York, Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, and New Jersey.

The geographical area covered by each ACF Region can be found at:
<http://www.acf.hhs.gov/programs/oro>

C- Description/Specifications

Title: Legal Service Providers

C. 1. Background

On March 1, 2002, the Homeland Security Act of 2002, §462, 6 U.S.C. § 279, transferred the functions under U.S. immigration laws regarding the care and placement of unaccompanied alien children (UC) from the former Immigration and Naturalization Service to the Director of the Office of Refugee Resettlement (ORR). The Division of Unaccompanied Children's Services (DUCS) was created within ORR to serve this purpose, in 2011 ORR reorganized and the UC program was brought under the newly formed Division of Children's Services (DCS). The UC population includes those who: (1) have no lawful immigration status in the United States; (2) have not attained 18 years of age; and (3) with respect to whom - (i) there is no parent or legal guardian in the United States; or (ii) no parent or legal guardian in the United States is available to provide care and physical custody.

On December 23, 2008, the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008 (TVPRA) was passed. The law modified and expanded HHS' role in the care of UC. Relevant to this Statement of Work, section 235(c)(5) of the (TVPRA), 8 U.S.C. § 1232(c)(5) states, “[t]he Secretary of Health and Human Services shall ensure, to the greatest extent practicable and consistent with section 292 of the Immigration and Nationality Act (8 U.S.C. 1362), that all unaccompanied alien children who are or have been in the custody of the Secretary [of HHS] or the Secretary of Homeland Security... have counsel to represent them in legal proceedings... To the greatest extent practicable, the Secretary of Health and Human Services shall make every effort to utilize the services of pro bono counsel who agree to provide representation to such children without charge.”

ORR identifies care options and placements for UC in licensed shelters, group homes, secure facilities, or foster care, according to their specific needs. In making placements, ORR is guided by the principles that all UC should be treated with dignity, respect, and special concern for their particular vulnerability, all UC must be placed in the least restrictive setting that is in the best interest of the UC, and each UC shall be provided care and services free from discrimination based on race, religion, national origin, sex, handicap, or political belief.

UC are particularly vulnerable, having faced traumatic situations in their home countries, such as dire poverty, war, forced military or gang recruitment, human trafficking, domestic violence, abuse, familial separation and government neglect. Some are also very young, most have little or no formal education, and are primarily non-English speaking. After apprehension by the Department of Homeland Security (DHS) and transfer to ORR, these children face a complicated legal system.

Over 90% of UC were released to the custody of a sponsor in FY14 while awaiting their immigration proceedings; most UC immigration cases are not resolved until after they are released from ORR. Therefore, in addition to the legal services provided while in custody, post-release pro-bono and direct representation are an essential part of the continuity of legal services to be performed by the contractor. Professional legal counsel assists in educating the children of their rights, determining if the children qualify for any immigration relief from removal back to their home countries, and applying for identified relief. Continuity of legal representation for UC improves efficiency in ORR facilities and in the immigration court system. It also increases the ability of UC to obtain the relief for which they qualify.

C. 2. Purpose

The U.S. Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) requires Contractors to implement regional programs providing legal services to unaccompanied alien children (UC). One or more contracts will be awarded per region where there are a large number of ORR bed capacity and released UC. Each Contractor will provide legal services directly to UC within region(s) in order to ensure comprehensive and efficient delivery of legal services within the region(s). Each Contractor will be required to coordinate with ORR and with other Contractors from different regions to ensure seamless, consistent, quality legal services across the nation. The UC legal services to be delivered in each region will include the following activities for UC who are either in ORR custody or formerly were in ORR custody:

- Pro Bono legal representation to the greatest extent practicable;
- Direct representation to the greatest extent practicable;
- Screenings for legal relief and for human trafficking concerns;
- Friends of the court services where applicable and allowed under local immigration court rules; and
- Know Your Rights (KYR) presentations.

In addition, each Contractor shall collaborate with the Executive Office For Immigration Review (EOIR) in providing legal orientation presentations to sponsors' of UC.

The Office of Refugee Resettlement (ORR) is seeking procurement of up to six (6) contracts for the following entities:

- Region A: Region A covers the states within HHS Region 6. This includes Texas, Oklahoma, Arkansas, New Mexico, and Louisiana.

- **Region B:** Region B covers the states within HHS Regions 9 and 10. This includes California; Nevada, Arizona, Washington, Oregon, Idaho, Alaska and Hawaii.
- **Region C:** Region C covers the states within HHS Regions 5, 7, and 8. This includes Illinois, Michigan, Indiana, Ohio, Minnesota, Wisconsin, Iowa, Missouri, Nebraska, Kansas, Montana, Wyoming, North Dakota, South Dakota, Colorado, and Utah.
- **Region D:** Region D covers the states within HHS Region 4. This includes Georgia, Mississippi, Alabama, Florida, South Carolina, North Carolina, Tennessee and Kentucky.
- **Region E:** Region E covers the states with HHS Region 3. This includes Delaware, Virginia, West Virginia, Washington D.C. Maryland, and Pennsylvania.
- **Region F:** Region F covers the states within HHS Regions 1 and 2. This includes New York, Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, and New Jersey.

C. 3. Statement Of Work

The Contractor shall provide direct legal representation to unaccompanied alien children. The Contractor shall successfully recruit and train pro bono attorneys to the greatest extent possible. The Contractor shall also facilitate the continuation of legal representation once a UC is released to a sponsor and moves across regions.

C.4 General Requirement

The Contractor shall have locations in the following areas, within its regions, to provide services to ORR-funded care provider facilities within a 100 mile radius for the estimated bed capacity.

Location	Estimated Bed Capacity	Maximum # of Children
Phoenix, AZ	600	4867
Tucson, AZ	200	1622
San Francisco, CA	50	406
Sacramento, CA	20	162
Los Angeles, CA	125	1014
San Diego, CA	60	487
Portland, OR	105	852
Seattle, WA	70	568
Chicago, IL	400	3244
Grand Rapids, MI	65	527
Detroit, MI	30	243
Bay City, MI	30	243
Fort Worth, TX	15	122
Houston, TX	550	4461
San Antonio, TX	450	3650

Harlingen, TX	1600	12978
Corpus Christi, TX	280	2271
El Paso, TX	175	1419
Alexandria, VA	90	730
Staunton, VA	35	284
Bethlehem, PA	60	487
New York, NY	790	6408
Miami, FL	200	1622

C.5 Specific Task

TASK 1: Know Your Rights Presentation and Legal Screening

The Contractor shall:

- i. Provide legal screening and “Know Your Rights” presentation to UC in HHS custody within 7-10 days of UC admission into ORR care.
- ii. Submit an implementation plan with policies and procedures it would take to accomplish i above. This plan shall be submitted to the Contracting Officer’s Representative (COR) within 30 days of award.

TASK 2: Provide courtroom assistance or preparation, where allowed, for UC in HHS custody who are required to attend court while in HHS custody.

Task 3: Direct Representation

The Contractor shall provide direct representation to UC who:

- a) Were released in the following immigration court jurisdictions:
 - Dallas, Texas;
 - Houston, Texas;
 - Baltimore, Maryland;
 - Arlington, Virginia;
 - Los Angeles, California;
 - Miami Florida;
 - Phoenix, Arizona;
 - Memphis, Tennessee; and
 - New Orleans, Louisiana.
- b) Are without reunification options (regardless of being identified with or without legal relief).
- c) Enter immigration proceedings while in HHS custody.
- d) Have been released locally from an ORR-funded facility.

The Contractor shall submit an implementation plan inclusive of the policies and procedures it would take to accomplish a-d above. This plan shall be submitted to the COR within 30 days of award.

TASK 4: The Contractor shall assist UC in HHS custody, care provider managers, or others with filing paperwork with the DHS or Department of Justice (DOJ) as required by immigration court practice and procedures.

TASK 5: Pro Bono

The Contractor shall:

- a) Protocol for screening each Pro Bono Attorney to ensure that each has the appropriate training or experience; adequate resources; and the skills to work appropriately with children.
- b) Training for Pro Bono Attorneys to enter information for the children into the Contractor's designed case management system.
- c) Submit an implementation plan with policies and procedures it would take to accomplish a) and b) above. This plan shall be submitted to the Contracting Officer's Representative (COR) within 60 days of award.

TASK 6: The Contractor shall coordinate assignment of Pro Bono Attorneys for UC in and formerly in HHS custody, including for children transferred within ORR's network of care.

TASK 7: The Contractor shall coordinate with UC attorneys and/or child advocates to provide UC with legal services, including:

- a) Referrals for service, including direct representation;
- b) Data collection and statistics; and
- c) Other assistance as approved by the COR.

TASK 8: The Contractor shall track scheduled immigration court dates and immigration judge decisions for UC in its region. The Contractor shall--

- a) Track UC cases, whether active, pending or closed;
- b) Track disposition of cases, and maintain statistics on those cases;
- c) Identify applications for relief sought; requests for voluntary departure; or other information by UC; and
- d) Identify applications for relief sought; requests for voluntary departure; or other information by immigration court location.

TASK 9: The Contractor shall perform on-site record keeping, maintenance and monitoring of the case management system created or used by the Contractor. This must include, at a minimum:

- a) Children screened;
- b) Types of relief individual children are found eligible for;
- c) Attorneys recruited (pro bono; attorneys providing courtroom assistance to UC in care);
and
- d) Children directly represented by Pro Bono Attorneys.

TASK 10: The Contractor shall conduct training on immigration law and procedures for newly recruited attorneys, utilizing a variety of delivery methods including live instructions, video conferencing, etc. The Plan for delivery must be approved by the COR within 14 days of implementation.

TASK 11: The Contractor shall provide attorneys and recruit Pro Bono representation that will provide legal services to UC at emergency reception centers within 30 days of COR approval.

TASK 12: The Contractor shall submit, within 5 business days of the month to the COR, a status report of the following:

- a) Number of children screened for legal relief;
- b) Number of children screened for legal relief, after release from HHS custody;
- c) Number of children provided legal assistance in immigration court while in HHS custody;
- d) Length of time to secure legal representation (Pro Bono, or direct representation) for children in HHS custody and upon release from HHS custody;
- e) Number of children receiving legal representation;
- f) Relief identified for children screened;
- g) Applications for relief, voluntary departure or other immigration court actions taken;
- h) Running cost of representation on a per capita and per case basis;
- i) Number of cases, including averages and other metrics, for attorneys representing children in HHS custody and out of HHS custody; and
- j) Qualitative analysis related to the effectiveness of the legal services access within their region. This may include any information gathered from site visits, legal screenings of UC and technical assistance.

C.6 Quality Assurance Surveillance Plan (QASP)

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the contract and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP is a living document and may be updated by the Government as necessary.

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met	Incentive (Positive and/or Negative)
Legal Screening & Know Your Rights	The Contractor shall create a plan regarding implementation of legal screenings, Know your Rights Presentations and court room assistance to UC within 30 days of award and adhere to this implementation plan throughout the contract period.	COR verification through review of monthly report, random observation and customer complaint.	100% compliance to SOW	Approval of plan allows for implementation. No invoice for services without an approved plan.
Legal Screening & Know Your Rights Presentations	The Contractor shall provide legal screenings and Know your Rights Presentations	COR verification through review of monthly report, random observation and customer complaint.	90% compliance to SOW	Payment will only be authorized for presentations and screenings provided.
Courtroom assistance	The Contractor shall provide courtroom assistance to UC in ORR care	COR verification through review of monthly report, random observation and customer complaint.	90% compliance to SOW	Payment will only be authorized for TM of courtroom assistance provided.

Direct Representation	The Contractor shall create a plan regarding implementation of direct representation to UC within 30 days of award and adhere to this implementation plan throughout the contract period.	COR verification through review of monthly report, random observation and customer complaint.	100% compliance to SOW	Approval of plan allows for implementation. No invoice for services without an approved plan.
Direct Representation	The Contractor shall provide direct representation to UC Released from ORR care and UC in long-term foster placement	COR verification through review of monthly report, random observation and customer complaint.	90% compliance to SOW	Payment will only be authorized for TM of direct representation provided.
Outreach	The Contractor shall create a plan regarding implementation of outreach conducted to legal communities to screen and train potential Pro Bono Attorneys within 60 days of award and adhere to this implementation plan throughout the contract period.	COR verification through review of monthly report, random observation and customer complaint.	100% compliance to SOW	Approval of plan allows for implementation. No invoice for services without an approved plan.

Training	The Contractor create a plan regarding conducting training on immigration law and procedures for newly recruited attorneys timely	COR verification through review of monthly report, random observation and customer complaint.	100% compliance to SOW	Approval of plan allows for implementation. No invoice for services without an approved plan.
Staffing	The Contractor shall have the ability to hire attorneys and recruit Pro Bono representation to provide legal services to UC at emergency facilities within 30 days of initial COR approval.	COR verification through review of monthly report, random observation and customer complaint.	90% compliance to SOW	Up to 5% reduction in payment if representation is not provided within 30 days.
Reporting	The Contractor shall provide a status report as per the Statement of Work to the COR by the 5 th business day of the month.	COR verification through review of monthly report.	95% compliance to SOW	Status report will be used to approve invoice.

D - Packaging and Marking

D.1 Payment Of Postage And Fees

All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative shall be paid by the Contractor.

D.2 Marking

Packages shall be clearly marked in accordance with normal commercial practices to ensure safe delivery at destination. In addition, all packages shall be marked as follows:

1. Name of Contractor:
2. Contract Number:
3. Task Order Number:
4. Description of items contained therein; "TDB"
5. Consignee's name and address.

E - Inspection and Acceptance

E.1. Inspection And Acceptance

Pursuant to 52.212-4, all work described in the SOW/PWS/SOO to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Government's COR, who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor

F - Deliveries or Performance

F.1 Period Of Performance

The government anticipates the period of performance will be for a base period of 12-months, with four 12-month option periods, as follows (The anticipated contract award/effective date is August 15, 2015):

Base Period: TBD
 Option Period One: TBD
 Option Period Two: TBD
 Option Period Three: TBD
 Option Period Four: TBD

Option periods may be exercised in accordance with FAR Clause 52.217-9, Option to Extend the Term of the Contract (MAR 2000).

F.2 Report(S)/Deliverables And Delivery Schedule

The contractor shall submit all required report(s)/deliverables in accordance with the following schedule: All reports shall reference and cite the contract/order number.

Report	Quantity	Due Date	Format
The Contractor shall create a plan regarding implementation of legal screenings, Know your Rights Presentations and court room assistance to UC.	One time	Within 30 days of award	PDF document, no longer than 20 pages in length
The Contractor shall provide legal screenings and Know your Rights Presentations.	Monthly Report	Within first 5 business days monthly	PDF Report
The Contractor shall create a plan regarding implementation of direct representation to UC.	One time	Within 30 days of award	PDF document, no longer than 20 pages in length
The Contractor shall provide direct representation to UC Released from ORR care and UC in long-term foster placement	Monthly Report	Within first 5 business days monthly	PDF Report
The Contractor shall provide courtroom assistance to UC in ORR care.	Monthly report	Within first 5 business days monthly	PDF report
The Contractor shall create a plan regarding implementation of outreach conducted to legal communities to screen and train potential Pro Bono Attorneys.	One time	Within 60 days of award	PDF document, no longer than 20 pages in length
The Contractor shall provide outreach to legal communities to screen and train potential Pro Bono Attorneys.	Monthly Report	Within first 5 business days monthly	PDF report
The Contractor shall create a plan regarding conducting training on immigration law and procedures for newly recruited attorneys.	One time	Within 14 days of implementation	PDF document, no longer than 20 pages in length

The Contractor shall conduct training on immigration law and procedures for newly recruited attorneys.	Monthly Report	Within first 5 business days monthly	PDF report
The Contractor shall have the ability to hire attorneys and recruit Pro Bono representation to provide legal services to UC at emergency facilities.	One time	Within 30 days of initial COR approval	Email
The Contractor shall provide a status report as per the Statement of Work to the COR by the 5 th business day of the month.	Monthly Report	Within first 4 business days monthly	PDF report

F.3 Place Of Performance

The place of performance will be in HHS Regions A-F.

- Region A: Region A covers the states within HHS Region 6. This includes Texas, Oklahoma, Arkansas, New Mexico, and Louisiana.
- Region B: Region B covers the states within HHS Regions 9 and 10. This includes California; Nevada, Arizona, Washington, Oregon, Idaho, Alaska and Hawaii.
- Region C: Region C covers the states within HHS Regions 5, 7, and 8. This includes Illinois, Michigan, Indiana, Ohio, Minnesota, Wisconsin, Iowa, Missouri, Nebraska, Kansas, Montana, Wyoming, North Dakota, South Dakota, Colorado, and Utah.
- Region D: Region D covers the states within HHS Region 4. This includes Georgia, Mississippi, Alabama, Florida, South Carolina, North Carolina, Tennessee and Kentucky.
- Region E: Region E covers the states with HHS Region 3. This includes Delaware, Virginia, West Virginia, Washington D.C. Maryland, and Pennsylvania.
- Region F: Region F covers the states within HHS Regions 1 and 2. This includes New York, Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, and New Jersey.

The geographical area covered by each ACF Region can be found at:

<http://www.acf.hhs.gov/programs/oro>

F.4 Observance Of Federal Holidays

Deliverables due on a Saturday, Sunday, or the following Federal holidays shall be due on the following business day.

- | | | |
|----|-------------------------------|-------------------------------------|
| 1. | New Year's Day | 1 January |
| 2. | Martin Luther King's Birthday | 3 rd Monday in January |
| 3. | President's Day | 3 rd Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | 4 July |
| 6. | Labor Day | 1 st Monday in September |
| 7. | Columbus Day | 2 nd Monday in October |
| 8. | Veteran's Day | 11 November |

- | | | |
|-----|------------------|--------------------------------------|
| 9. | Thanksgiving Day | 4 th Thursday in November |
| 10. | Christmas Day | 25 December |

G - Contract Administration Data

G.1 Invoice Submission - Commercial

The Contractor shall submit invoices once per month. A complete invoice with all required back-up documentation shall be sent electronically, via email, to:

1. Contract Specialist via DAM mailbox: pscsas.invoices@psc.hhs.gov.
2. Contracting Officer's Representative (COR): (will be completed at award)
3. Financial Management Service (FMS): psc_invoices@psc.hhs.gov.

* No other non-invoice related documents (i.e. deliverables, reports, balance statements) shall be sent to the DAM and FMS mailboxes. Invoices Only.

The subject line of your email invoice submission shall contain the contract number, contract line item number, the order number, if applicable, and the number of invoices. The Contractor shall send one email per contract per month. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files (PDF or TIFF or Word).

Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc.

All calls concerning contract payment shall be directed to the COTR.

In accordance with FAR 52.212-4, Contract Terms and Conditions - Commercial Items, a proper invoice must include the following items:

FAR 52.212-4(g) Invoice.

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

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

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

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

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

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

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

Additionally, the FMS requires the contractor to include its Dunn and Bradstreet Number (DUNS) on each invoice.

In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as "Small Business."

Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors.

In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration.

G.2 Contract Administration

G.2.1 Travel And Other Costs

The Contractor shall be reimbursed for all domestic travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor, accepted by the Contracting Officer and not exceeding:

- a) Cost of air travel by most direct route. "Air coach" or "Air tourist" accommodations on prop or jet aircraft constitutes the normal class of air travel which shall be utilized.

First-class accommodations may be used if (1) less than first-class is not available providing reservation was requested within 24 hours after the traveler had knowledge of the trip; (2) less than first-class requires circuitous routing; (3) less than first-class requires travel to begin or end at unreasonable hours (i.e., if scheduled flight time is before 8:00 a.m. and schedule arrival is after 9:00 p.m.); (4) less than first-class would result in additional direct costs which would offset the transportation savings; or (5) less than first-class will not make connections with other flights or means of transportation for continuation of the journey.

- b) Cost of rail travel by most direct route, first-class with lower berth or nearest equivalent.
- c) Travel by motor vehicle including rented automobile shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at the current rate shown in the GSA Federal Travel Regulation, plus any toll or ferry charges.
- d) Reasonable subsistence not in excess of actual itemized expenses not to exceed the ceiling in the Federal Travel Regulations in effect at the time of incurred cost.

G.2.2 Authorities Of Government Personnel

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

G.2.2.1 Contracting Officer

All contract administration shall be performed by Ms. Rosanna Browning, Contracting Officer, Acquisition Management Services, 2501 Ardennes Avenue, Suite 400, Rockville, MD 20857, (301) 443-6931, Rosanna.Browning@psc.hhs.gov. All communication pertaining to contractual and/or administrative matters under the contract should be addressed to Ms. Browning. The Contracting Officer is the only individual authorized to modify the contract.

G.2.2.2 Contract Specialist

The Contract Specialist is Shanelle Jackson, Acquisition Management Services, PSC/SAS, 2501 Ardennes Avenue, Suite 400, Rockville, Maryland, 20857. Ms. Jackson can be reached by email at Shanelle.Jackson@psc.hhs.gov or by email at 301-443-2367.

G.2.2.3 Contracting Officer's Representative (COR) Authority

The COR for this contract is to be completed at time of award.

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.

(d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officer's Representative. If, in the opinion of the contractor, any direction of the Contracting Officer's Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within

the scope of the contract shall be subject to the terms of the clause entitled “Disputes.”

G.4 Contractor Performance Assessment Report

During the life of this IDIQ contract and all task order contracts, Contractor performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. The Contractor Performance Assessment Reporting System (CPARS) will be utilized for these reviews. Information on CPARS can be located at <http://www.cpars.gov>.

G.5 ESRS Reporting

The Contractor shall report all subcontract awards to small, small disadvantaged, women-owned, HUBZones, veteran-owned and service-disabled veteran-owned small business concerns. The reports shall be prepared using the electronic Subcontracting Reporting System (ESRS) via the internet at <http://www.esrs.gov>. The Individual Subcontracting Report (ISR), formerly SF 294, shall be submitted semi-annually for the periods of October 1 through March 31 and April 1 through September 30. The Summary Subcontracting Report (SSR), formerly, SF 295 shall be submitted annually for the period of October 1 through September 30.

G.6 HHSAR 352.242-70 Key Personnel (JAN 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

Name	Title
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H - Special Contract Requirements

H.1 Post Award Organizational Conflict Of Interest

- a. General: The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.
- b. Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.
- c. Resolution: In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

H.2 Printing And Duplicating/Copying

The terms "printing" and "duplicating/copying" are defined in the Government Printing and Binding Regulations of the Joint Committee on Printing, CFR Title 44. The regulations can be accessed at [HYPERLINK "http://www.gpo.gov/pdfs/customers/sfas/jcpregs.pdf"](http://www.gpo.gov/pdfs/customers/sfas/jcpregs.pdf)
<http://www.gpo.gov/pdfs/customers/sfas/jcpregs.pdf>.

Printing:

No printing by the Contractor or any subcontractor is authorized under this contract. All printing required hereunder must be performed by the Government Printing Office, in accordance with CFR Title 44; Public Law 102-392, as amended by H.R. 4454; and The Legislative Branch Appropriations Act 2995. The Contractor shall complete Form HHS 26 and submit it along with all camera-ready copies to the Contracting Officer's Representative (COR).

Duplicating/Copying:

If necessary for performance of the contract, the Contractor may duplicate or copy less than 5,000 production units of only one page, or less than 25,000 production units in aggregate of multiple pages for the use of a department or agency. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only, and one color. The pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. This page limit is per requirement and not per contract.

All printing, as well as duplicating/copying in excess of the stated limits, shall be obtained by the COR through the Publishing Services, Program Support Center. The cost of any unauthorized

printing or duplicating /copying under this contract will be considered an unallowable cost for which the Contractor will not be reimbursed.

H.3 Management of Sensitive Information

The Contractor must have a plan for the protection of any paper records, field notes, or other documents that contain sensitive or personally identifiable information. The Contractor shall ensure that all of its employees, subcontractors (at all tiers), and employees of each subcontractor, who perform work under this contract/subcontract, are trained on data privacy issues and comply with the requirements. In addition, the Contractor must notify – within one hour – the COR and key ORR persons of any suspected or confirmed instance of compromised data security.

The Contractor shall submit a written plan and assurance for complying with the above requirements at least annually. See Personally Identifiable Information (PII) Breach Response Team (BRT) Policy: <http://www.hhs.gov/ocio/policy/20080001.003.html>.

I - Contract Clauses

I.1 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): HHSAR – www.hhs.gov/policies/hhsar/; FAR – www.acquisition.gov

a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Contract Clauses

FAR Clause No.	Title and Date
52.204-9	Personal Identity Verification Of Contractor Personnel (JAN 2011)
52.212-4	Contract Terms and Conditions—Commercial Items (MAY 2015) – Only Applicable to Fixed Price
52.212-4	Contract Terms and Conditions—Commercial Items (MAY 2015); Alternate I (MAY 2014) – Only Applicable to Time & Material
52.242-15	Stop-Work Order (AUG 1989) – ALT I (APR 1984)
52.227-17	Rights In Data-Special Works (DEC 2007)
52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)

b. Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Contract Clauses

HHSAR Clause No.	Title and Date
352.202-1	Definitions. (JAN 2006)
352.222-70	Contractor cooperation in equal employment opportunity investigations (JAN 2010)
352.231-71	Pricing of Adjustments (JAN 2001) – Only Applicable to Fixed Price
352.234-4	Pro-Children Act (JAN 2006)
352.237-71	Crime Control Act – Reporting Of Child Abuse (JAN 2006)
352.237-72	Crime Control Act – Requirement For Background Checks (JAN 2006)

352.239-70	Standard For Security Configurations (JAN 2010)
352.239-71	Standard For Encryption Language (JAN 2010)
352.242-71	Tobacco-free facilities. (JAN 2006)
352.242-73	Withholding of Contract Payments (JAN 2006)

I.2 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 2 weeks of contract expiration.

I.3 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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

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

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

I.4 FAR 52.222-49 Service Contract Labor Standards – Place Of Performance Unknown (May 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: None. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by ____.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. 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.

I.5 FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

I.6 HHSAR 352.203-70 Anti-lobbying (March 2012)

Pursuant to the current HHS annual appropriations act, Public Law 112-76, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

(a) Publicity or propaganda purposes;

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself; or

(c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

The prohibitions in subsections (a), (b), and (c) above shall include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

I.7 HHSAR 352.231-70 Salary Rate Limitation (AUG 2012)

(a) Pursuant to the current and applicable prior HHS appropriations acts, the Contractor shall not use contract funds to pay the direct salary of an individual at a rate in excess of the Federal Executive Schedule Level in effect on the date the funding was obligated (the effective date of the contract action). Funding obligated on or after December 23, 2011 cannot be used to pay the direct salary of an individual at a rate in excess of Federal Executive Schedule Level II.

(b) For purposes of the salary rate limitation, the terms "direct salary," "salary", and "institutional base salary", have the same meaning and are collectively referred to as "direct

salary", in this clause. An individual's direct salary is the annual compensation that the Contractor pays for an individual's direct effort (costs) under the contract. Direct salary excludes any income that an individual may be permitted to earn outside of duties to the Contractor. Direct salary also excludes fringe benefits, overhead, and general and administrative expenses (also referred to as indirect costs or facilities and administrative [F&A] costs).

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with contract funds.

(c) The salary rate limitation also applies to individuals under subcontracts. If this is a multiple-year contract or order, it may be subject to unilateral modification by the Contracting Officer to ensure that an individual is not paid at a rate that exceeds the salary rate limitation provision established in the HHS appropriations act in effect when the expense is incurred regardless of the rate initially used to establish contract or order funding.

(d) See the salaries and wages pay tables on the U.S. Office of Personnel Management Web site for Federal Executive Schedule salary levels that apply to the current and prior periods.

I.8 HHSAR 352.237-73 Non-Discrimination In Service Delivery (MAR 2012)

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identify, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

I.9 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2015)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

- _X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- __ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- _X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- __ (5) [Reserved].
- _X_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- __ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- _X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- _X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- __ (10) [Reserved].
- __ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- __ (ii) Alternate I (Nov 2011) of 52.219-3.
- __ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (ii) Alternate I (Jan 2011) of 52.219-4.
- __ (13) [Reserved]
- _X_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- _X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- __ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- __ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (iv) Alternate III (Oct 2014) of 52.219-9.
- __ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- _X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- __ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- _X_ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- __X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __X_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- __X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- __X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- __X_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- __X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- __X_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- __X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- __X_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- __X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- __X_ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.

- ___ (iii) Alternate II (May 2014) of 52.225-3.
 - ___ (iv) Alternate III (May 2014) of 52.225-3.
 - ___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - _X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - _X_ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ___ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
 - _X_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ___ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- _X_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
 - _X_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
 - _X_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - _X_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

 (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

 (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

J - List of Documents, Exhibits and Other Attachments

- J.1 SF-LLL - Disclosure of Lobbying Activities
- J.2 Past Performance Questionnaire
- J.3 Wage Determination – RESERVED (See I.4)

K - Representations, Certifications, and Other Statements of Offerors

K.1 North American Industry Classification System Code

- (1) The North American Industry classification System (NAICS) code for this acquisition is 541199.
- (2) The small business size standard is \$11 Million.

K.2 52.212-3 Offeror Representations and Certifications – Commercial Items (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

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

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

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

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

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

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

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

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

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

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

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no

offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____.
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

L - Instructions, Conditions, and Notices to Bidders

L.1 General Instructions

The following instructions establish the acceptable minimum requirements for the format and content of your proposal.

Your attention is directed to the requirements for the submission of technical proposals, business proposals, and past performance information contained in Sections L.2, L.3, and L.4, of the solicitation. Your proposal must be submitted in accordance with these instructions.

Any resultant contract shall include the Federal Acquisition Regulations clauses applicable to the Offeror's organization and the type of contract awarded. Text of these clauses may be obtained at <http://www.acquisition.gov/far/>. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of the execution of the proposed contract, will be included.

The Government intends to award up to six (6) contracts from this solicitation to include one (1) contract for each Region identified in the Statement of Work. Offerors may propose on any Region or multiple Regions, but must submit separate Technical, Business and Past Performance Information for each Region being proposed.

The proposal must be prepared in three parts: a "Technical Proposal", a "Business Proposal" and a "Past Performance Information." Each of these parts shall be separate and complete in itself so that the evaluation of one may be accomplished independently of the evaluation of the others. The technical proposal must not contain references to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. See L.2, Technical Proposal Instructions, L.3 Business Proposal Instructions, and L.4, Past Performance Instructions.

All questions pertaining to the contents of this Request for Proposal (RFP) must be submitted in writing. The Government will respond to all questions and return the questions and post responses to all questions to FedBizOpps as soon as they are completed. Questions shall reference the solicitation number and be sent electronically to Shanelle Jackson, Contract Specialist via email at Shanelle.Jackson@psc.hhs.gov, by **1:00 PM ET on June 29, 2015**.

The due date for receipt of proposals is **2:00 PM ET on July 15, 2015**. No facsimile transmissions of the proposal will be accepted. Proposals not received by the due date and time will be considered late. Past Performance questionnaires should be submitted by the closing date and time of the solicitation.

The Offeror shall submit one (1) electronic copy of the proposal to Shanelle Jackson at PSCAcquisitions@psc.hhs.gov. The electronic proposals should be submitted in PDF format only and the files shall not be compressed/zipped.

This RFP does not commit the Government to pay any of the costs associated with the preparation and submission of your proposal. In addition, the Contracting Officer is the only individual authorized to legally commit the Government to the expenditure of public funds in connection with this requirement.

The Government will evaluate your proposal in accordance with the evaluation criteria set forth in Section M of this solicitation.

The Government strongly encourages all contract recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products.

L.2 Technical Proposal Instructions

Offerors must submit a separate Technical Proposal for each Region being proposed.

The offeror's proposal shall be in the form prescribed by this solicitation, to include a 20 page limit. Appendices including resumes and transcripts are not included in the 20 page limit.

The proposal shall contain a response to each of the factors and subfactors identified in Section M. The Offeror must provide clear responses, including objectives and outcomes, to each Task addressing the work to be performed in the Statement of Work/Description of Requirement. Proposals which merely offer to conduct a project in accordance with the requirements of the Government's scope of work will not be eligible for award. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.

Staff resumes and letters of commitment for all proposed management and professional staff shall be included in the proposal, and shall clearly reflect the range and depth of the requirements outlined above. At a minimum, each resume shall include the following information:

- 0 Full Name
- 1 Job title
- 2 Experience directly related to the proposed project
- 3 Education and training

Your proposal must demonstrate that the proposed staff possesses adequate training.

L.3 Business Proposal Instructions

Offerors must submit a separate Business Proposal for each Region being proposed.

Offerors must include supporting cost information to substantiate any proposed material indirect costs (such as the latest negotiated Indirect Cost Rate Agreement or other support for the

proposed rates including accounting records). Since price competition is expected, no other cost data for the loaded hourly rates is requested.

Your business proposal shall consist of the following information:

L.3.1 Cover Letter

The cover letter must stipulate that the Offeror's proposal is predicated upon the terms and conditions of this solicitation. In addition, it must contain a statement to the effect that the offer is firm for a period of at least 120 days from the date of receipt by the Government.

L.3.2 B – Supplies or Services/Prices

The Offeror shall include completed Section B.2 tables for the Region being proposed in its proposal.

L.3.2.1 Level of Effort

L.3.2.1.1 CLIN 2: Know Your Rights Presentation

This table is provided for informational purposes only. The Government anticipates that pricing for this requirement will be based upon the maximum number of children per region as indicated below (For Base and All Option Periods):

Region A:

Location	Estimated Bed Capacity	Maximum # of Children
Fort Worth, TX	15	122
Houston, TX	550	4,461
San Antonio, TX	450	3,650
Harlingen, TX	1,600	12,978
Corpus Christi, TX	280	2,271
El Paso, TX	175	1,419
Maximum Number of Children:		24,901

Region B:

Location	Estimated Bed Capacity	Maximum # of Children
Phoenix, AZ	600	4,867
Tucson, AZ	200	1,622
San Francisco, CA	50	406
Sacramento, CA	20	162
Los Angeles, CA	125	1,014
San Diego, CA	60	487

Portland, OR	105	852
Seattle, WA	70	568
Maximum Number of Children:		9,978

Region C:

Location	Estimated Bed Capacity	Maximum # of Children
Grand Rapids, MI	65	527
Detroit, MI	30	243
Bay City, MI	30	243
Maximum Number of Children:		4,257

Region D:

Location	Estimated Bed Capacity	Maximum # of Children
Miami, FL	200	1,622
Maximum Number of Children:		1,622

Region E:

Location	Estimated Bed Capacity	Maximum # of Children
Alexandria, VA	90	730
Staunton, VA	35	284
Bethlehem, PA	60	487
Maximum Number of Children:		1,501

Region F:

Location	Estimated Bed Capacity	Maximum # of Children
New York, NY	790	6,408
Maximum Number of Children:		6,408

* NOTE: Please include unit price per child should services be need past the maximum number of children.

L.3.8.2 CLIN 3: Direct Representation

This table is provided for informational purposes only. The Government anticipates that pricing for this requirement will include the following types of labor and estimated hours for task order performance:

Base:

Labor Category	Hours
Direct Representation of UC in Long-term Foster Care	11,917
Region A	6090
Region B	2443
Region C	1049
Region D	393
Region E	369
Region F	1573
Direct Representation of Released UC	188500
Region A	34684
Region B	23563
Region C	15269
Region D	45994
Region E	32045
Region F	36946
Court Appearance Representation	23,200
Region A	11878
Region B	4756
Region C	2042
Region D	766
Region E	719
Region F	3039

Option Period 1:

Labor Category	Hours
Direct Representation of UC in Long-term Foster Care	11,917
Region A	6090
Region B	2443
Region C	1049
Region D	393
Region E	369
Region F	1573
Direct Representation of Released UC	188,500
Region A	34684
Region B	23563
Region C	15269
Region D	45994
Region E	32045
Region F	36946
Court Appearance Representation	23,200
Region A	34684
Region B	23563

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	Region C	15269
	Region D	45994
	Region E	32045
	Region F	36946

Option Period 2:

Labor Category	Hours
Direct Representation of UC in Long-term Foster Care	11,917
Region A	6090
Region B	2443
Region C	1049
Region D	393
Region E	369
Region F	1573
Direct Representation of Released UC	188,500
Region A	34684
Region B	23563
Region C	15269
Region D	45994
Region E	32045
Region F	36946
Court Appearance Representation	23,200
Region A	11878
Region B	4756
Region C	2042
Region D	766
Region E	719
Region F	3039

Option Period 3:

Labor Category	Hours
Direct Representation of UC in Long-term Foster Care	11,917
Region A	6090
Region B	2443
Region C	1049
Region D	393
Region E	369
Region F	1573
Direct Representation of Released UC	188,500
Region A	34684
Region B	23563
Region C	15269
Region D	45994

	Region E	32045
	Region F	36946
Court Appearance Representation		23,200
	Region A	11878
	Region B	4756
	Region C	2042
	Region D	766
	Region E	719
	Region F	3039

Option Period 4: *TBD*

Labor Category	Hours
Direct Representation of UC in Long-term Foster Care	11,917
	Region A 6090
	Region B 2443
	Region C 1049
	Region D 393
	Region E 369
	Region F 1573
Direct Representation of Released UC	188,500
	Region A 34684
	Region B 23563
	Region C 15269
	Region D 45994
	Region E 32045
	Region F 36946
Court Appearance Representation	23,200
	Region A 11878
	Region B 4756
	Region C 2042
	Region D 766
	Region E 719
	Region F 3039

L.3.3 FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010) ALT IV (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below:

See L.3 and L.3.2

L.3.4 Subcontracting Plan

All Offerors, other than those certifying themselves as a small business under the authorized NAICS industry subsector, shall provide a completed "Small Business Subcontracting Plan" in accordance with the instructions provided in FAR Clause 52.219-9 "Small Business Subcontracting Plan - Alternate II". The model subcontracting plan can be found by going to the HHS website: <http://www.hhs.gov/asfr/ogapa/osbdu/Small%20Business/subcontractplan.html> Shown below are the FY2015 subcontracting goals for HHS. These subcontracting goals are based on the total subcontracting dollar of the contract.

Small Business: 33%

Small Disadvantaged Business (including 8a): 5%

Woman-Owned Small Business: 5%

Hubzone: 3%

Veteran-Owned Small Business: 3%

Service Disabled Veteran-Owned Small Business: 3%

If subcontractors are proposed, Offerors shall include a commitment letter from the subcontractor detailing:

- (1) Willingness to perform as a subcontractor for specific duties (list duties).
- (2) What priority the work will be given and how it will relate to other work.
- (3) The amount of time and facilities available to this project.
- (4) Information on their cognizant field audit offices.
- (5) How rights to publications and patents are to be handled.
- (6) A complete cost proposal in the same format as the Offeror's cost proposal.
- (7) For each subcontract over \$650,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and bases for establishing source and reasonableness of price, as well as the result of review and evaluation of subcontract proposals when required.

An acceptable plan must, in the determination of the Contracting Officer, provide the maximum opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract. If the apparently successful offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the offeror will be ineligible for award.

L.3.5 Disclosure Of Lobbying Activities

Standard Form LLL, "Disclosure of Lobbying Activities" has been included as Attachment J.1 for use in accordance with FAR 52.203-11 entitled, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991).

L.3.6 Representations And Certifications

A completed and executed copy of Section K - Representations, Certifications and Other Statements of Offerors, must be included as part of your business proposal.

L.3.7 Additional Information

- a. It is HHS policy that the Contractor provide all equipment necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds.
- b. You must identify all Government-owned property in your possession and all property acquired with Federal funds, to which you have title that is proposed to be used in the performance of the prospective contract.
- c. The list of Government-owned property shall be included in the cost proposal with the heading "Government-Owned Property."
- d. The management and control of Government property must be in accordance with HHS Publication (OS) 686 entitled "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

L.4 Past Performance Information Instructions

These instructions apply to each Service Area identified in the solicitation. The Offerors must submit a separate Past Performance Information for each Service Area being proposed.

Offerors will be evaluated on performance under existing contracts and performance on prior contracts. Offerors should note the difference between past performance and past experience. Past performance relates to quality and how well a contractor performed, while past experience is about the type and amount of work previously performed by a contractor.

Past performance information is available to Federal agencies through a system called the Past Performance Information Retrieval System (PPIRS). The government will be considering past performance information contained in PPIRS to the greatest extent possible.

A maximum of three (3) performance references shall be submitted for contracts within the past three years. Past performance references can be for the offeror, predecessor companies, key personnel who have relevant experience and/or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.

Each performance reference is limited to one (1) page and shall include the following information:

- Several points of contact (Contracting Officer, Contracting Officer's Representative and any other pertinent officials that can verify performance) - name, agency/company, address, phone number and email address
- For contracts with the Federal Government, indicate whether the government has evaluated the contractor and past performance information is available through PPIRS or whether the reference will be providing information via the past performance questionnaire (Attachment J.2)
- Contract title

- Contract number (and task order number when applicable)
- Contract type
- Total contract value (including base & all options)
- Project description and size information
- If the past performance reference is for a subcontractor, identify the major or critical aspects of the requirement that they will perform
- Relevancy to the statement of work for the subject solicitation
- Did the contract include small business subcontract goals for small disadvantaged business concerns? If so, were the goals met?
- Provide an explanation of problems, delays, cost overruns and corrective actions taken.

For contracts that do not have performance information available through PPIRS, offerors are requested to provide the Past Performance Questionnaire J.2 directly to their reference. The reference should complete the questionnaire and submit information directly back to the Government via email to Shanelle.Jackson@psc.hhs.gov by the close date of this solicitation.

Past performance information is proprietary source selection information. The Government will only discuss past performance information directly with the entity or person that is being reviewed. If there is a problem with the proposed subcontractor's past performance, the prime can be notified of a problem, but no details may be discussed without the subcontractor's permission.

L.5 52.216-1 Type Of Contract. (APR 1984)

The Government contemplates award of time-and-material contracts resulting from this solicitation.

L.6 52.233-2 Service Of Protest (SEP 2006)

- (a) 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 Ardennes Building, 12501 Ardennes Avenue, Suite 400, Rockville, MD 20857
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 Organizational Conflict Of Interest Disclosure/Mitigation

Offerors are required to identify actual and potential organizational conflicts of interest (OCI) related to the services described in the statement of work for itself, as well as employees, consultants and subcontractors proposed. This includes, but is not limited to:

- a. The existence of conflicting roles that might bias judgment; and

b. Access to nonpublic information that will give the offeror an unfair competitive advantage.

Offerors shall include an explanation of the process used to identify OCIs. If an actual or potential OCI is identified, the offeror shall submit a mitigation plan as part of its technical proposal.

Offerors shall submit with their proposal an OCI affirmation, using the following language:

“I, (Name and Title), warrant that: 1) I am an official authorized to bind the entity; and 2) to the best of my knowledge and belief, actual and potential organizational conflicts of interest have been identified, and disclosed to the Contracting Officer (identify section of proposal) as of (Date).”

L.8 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 address:
<http://www.acquisition.gov/far/>

FAR CLAUSE NO.	TITLE AND DATE
52.204-7	System for Award Management (July 2013)
52.212-1	Instructions to Offerors – Commercial Items (APR 2014)

M - Evaluation Factors for Award

M.1 General

The Government intends to award up to six (6) contracts from this solicitation to include one (1) contract for each Region identified in the Statement of Work. There is currently no funding committed for the contracts; however, the Government does expect that funding will be available at the time of contract award. No contract(s) will be awarded until and unless funds become available. The Government reserves the right not to award a contract depending on the quality of the proposal(s) submitted and the availability of funds. Offerors interested in proposing on this RFP are required to submit a separate proposal for each Region for which it wishes to be considered. The evaluation and award of contracts will be handled independently for each Region under this solicitation.

In order for proposals to be considered acceptable and eligible for evaluation, they must be prepared in accordance with and in compliance with the instructions given in this RFP and address all of the requirements set forth in the Statement of Work. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for an award.

M.1.1 Award Without Discussions And Competitive Range Determinations

The Government intends to evaluate proposals and award a contract without discussions with Offerors. 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. In the event discussions are held, a competitive range determination will be made.

The need to conduct discussions will be determined by Region. The determination to conduct discussions with offerors for one Region will not necessarily require the conduct of discussions with offerors for other Regions. Likewise, after receipt of proposals, if the solicitation needs to be amended to address the requirements for one Region and proposal revisions are allowed for that Region, proposal revisions may not be necessary or allowed for other Regions.

Each Region will be awarded separately. The awards may be made at different times.

M.2 Basis Of Award

The following factors will be considered in evaluating proposals:

- Technical
- Price
- Past Performance

Award will be made to that responsible Offeror whose proposal contains the combination of

those factors offering the best overall value to the Government utilizing tradeoff process described in FAR 15.101-1. This will be determined by comparing differences in technical merit and past performance with differences in price to the Government. In making this comparison the Government is more concerned with obtaining superior technical merit. However, the Government will not make an award at a significantly higher price to the Government to achieve slightly superior technical merit and past performance. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with a higher technical rating if the Contracting Officer determines that to do so would result in the best value to the Government.

All evaluation factors other than price, when combined, are significantly more important than price.

M.3 Technical Evaluation Criteria

Each Region will be evaluated independently as described below.

The criteria identified below will serve as the standard against which the technical proposal will be evaluated and identifies the significant factors which the Offeror should address in their proposals. The evaluation of the Offeror's proposal shall be based upon the completeness and thoroughness of the proposal submitted. The following factors will be used to technically evaluate proposals and shall be weighted as indicated in establishing a numerical rating (maximum of 100 points obtainable) for all technical proposals submitted:

- Factor 1 – Understanding and Compliance
- Factor 2 – Soundness of Approach
- Factor 3 – Program Management
- Factor 4 – Key Personnel

M.3.1 Factor 1 – Understanding and Compliance

40 Points

The proposal should address each work area in sufficient detail to demonstrate a clear understanding of the statement of work, including operations and maintenance and specific feature requirements. The Offeror should provide evidence of sufficient planning to show that work will be accomplished as required and on implementation schedule, utilizing all available resources.

- a. Demonstrate a firm understanding of the requirement and goals set forth in the Statement of Work.
- b. Address each requirement and goal set forth in the statement of work.
- c. Provide technical solutions to indicate requirements and goals will be met on schedule.

M.3.2 Factor 2 – Soundness of Approach

30 Points

The proposal must clearly indicate that the Offeror has performed adequate planning to accomplish the operation and maintenance tasks as defined in the statement of work.

- a. Include a complete plan to accomplish each requirement.
- b. Demonstrate appropriate personnel and equipment will be positioned efficiently to carry out the requirements.
- c. Provides proper level of effort directed towards each requirement.

M.3.3. Factor 3 – Program Management 15 Points

- a. Furnish an organization chart showing lines of authority, responsibility, and communication for management, supervisory, and technical personnel.
- b. Indicate what job classifications will be accomplishing the work items.
- c. Personnel management information such as hiring/firing authority, discipline, incentive plans, etc., should also be addressed.

M.3.4 Factor 4 – Key Personnel 15 points

- a. Furnish a resume for proposed key personnel, both supervisory and technical. Field personnel should be included.
- b. Resumes must include education, experience, background, accomplishments, and other pertinent information.

M.4 Past Performance Evaluation

Past performance information is one indicator of an offeror’s ability to perform the contract successfully. This evaluation is subjective and will be based on information obtained from references provided by the offeror, as well as information obtained by other sources known to the Government. For the purpose of this evaluation the term “offeror” is inclusive of the prime, predecessor companies, key personnel and subcontractors for which past performance will be evaluated.

The Government will consider the relevancy and quality of the offeror’s past performance to assess the risk of unsuccessful contract performance.

STEP 1 - Relevancy

Each reference will be evaluated for relevancy based on the scope and magnitude of effort and complexities of the work performed and how it compares to the services specified in the Statement of Work for the applicable Service Area under which the offeror is proposing.

Rating	Definition
Very Relevant	Performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant Performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant Performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

STEP 2 - Quality

To determine how well the offeror has performed in the past, the Government is using past performance rating information available in the Past Performance Retrieval System (PPIRS), information provided by references, as well as information obtained by other sources known to the Government.

Offerors will have an opportunity to respond to adverse past performance information for which they have not previously had an opportunity to respond.

Each reference will be evaluated for the overall quality of the performance.

Rating	Definition
Excellent	The contractor has performed successfully and greatly exceeded expectations under the contract.
Good	The contractor has performed successfully under the contract.
None	No record of performance or performance is inconclusive
Marginal	The contractor has some unsuccessful performance under the contract.
Poor	The contractor has performed unsuccessfully under the contract.

STEP 3 - Risk Rating

After considering the relevancy and the quality of the offeror's past performance, an overall risk rating will be determined for each offeror. The risk rating is an assessment of the overall risk of unsuccessful contract performance based on the past performance of the offeror. The more relevant the references are to the current acquisition, the more significant the reference becomes and the more weight it is given in determining the risk rating. The Government will consider the type and amount of work to be performed by the prime, key personnel, and major or critical subcontractors to determine the significance of their past performance information when determining the risk rating. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or is inconclusive, the offeror will not be evaluated favorably or unfavorably on past performance.

Rating	Description
Very Low Performance Risk	Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort
Low Performance Risk	Based on the offeror's performance record, minimal doubt exists that the offeror will successfully perform the required effort.

Moderate Performance Risk	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
High Performance Risk	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
Unknown Performance Risk	No performance record is identifiable, past performance is not relevant to the required effort, or the past performance information is inconclusive

M.5 Price Evaluation

The Government will be using the offeror's proposed prices for the base and all option periods as the total evaluated price for each Region. Price reasonableness will be based on the expectation of price competition. For a price to be reasonable, it must represent a price to the government that a prudent person would pay when consideration is given to prices in the market.

Estimated price is not an adjectivally rated factor and it is less important than the combination of technical factors and past performance in the award decision.

M.6 Subcontracting Plan

If the apparently successful offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the offeror may be ineligible for award.

M.7 Organizational Conflict Of Interest

If the Government determines that an organizational conflict of interest (OCI) exists, that cannot be satisfactorily avoided, neutralized or mitigated or waived, the Contracting Officer may determine that the offeror will not be eligible for award. The Government reserves the right to only consider mitigation plans proposed by the apparent successful offeror. If this acquisition is governed by FAR Part 15, the process of approving an OCI mitigation plan and revisions to such a plan does not constitute discussions as described in FAR 15.306.

M.8 Responsibility

To be eligible for award, an Offeror must be determined responsible in accordance with the standards in FAR Part 9.104.

M.9 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.acquisition.gov/far/>

FAR CLAUSE NO.	TITLE AND DATE
52.217-5	Evaluation of Options (July 1990)