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**REQUIREMENT  
DETENTION EXPERT SUPPORT SERVICES  
REQUEST FOR QUOTE NUMBER**

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

1. REQUISITION NUMBER: PAGE 1 OF  
 2. CONTRACT NO: ODT-5-P-0005  
 3. AWARD/EFFECTIVE DATE: 05/16/2005  
 4. ORDER NUMBER: N/A  
 5. SOLICITATION NUMBER: ODT-06-R-0001  
 6. SOLICITATION ISSUE DATE: 11/07/2005

7. FOR SOLICITATION INFORMATION CALL: **Scott P. Stermer**  
 a. NAME: Scott P. Stermer  
 b. TELEPHONE NUMBER (No collect calls): (202) 353-4601  
 8. OFFER DUE DATE: LOCAL TIME: 12/05/06 4:00 pm

9. ISSUED BY: CODE: Office of the Federal Detention Trustee  
 1331 Pennsylvania Ave. NW  
 National Place Building - Suite 1210  
 Washington, D. C. 20530  
 10. THIS ACQUISITION IS:  
 UNRESTRICTED  
 SET ASIDE: 100 % FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A):  
 NAICS: 541611  
 SIZE STANDARD:  
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING:  
 14. METHOD OF SOLICITATION:  
 RFP  IFB  RFP

15. DELIVER TO: CODE: Same as Block #9  
 16. ADMINISTERED BY: CODE: Same as Block #9

17a. CONTRACTOR OFFEROR: CODE: FACILITY CODE:  
 18a. PAYMENT WILL BE MADE BY: CODE: Same as Block #9  
 TELEPHONE NO:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Detention Expert Support Services				

*(Use Reverse and/or Attach Additional Sheets as Necessary)*

25. ACCOUNTING AND APPROPRIATION DATA  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 HEREIN.  
 29. AWARD OF CONTRACT: REF. 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): Scott P. Stermer  
 31c. DATE SIGNED:

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	NOT USED				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED \_\_\_\_\_

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

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. SIR ACCOUNT NUMBER	39. SIR VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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 (YY/MM/DD)	42d. TOTAL CONTAINERS

## Pricing Schedule - Services Support

Offeror's shall propose a labor hour price, which represents the hourly rate + Overhead + G&A + fee = the proposed rate for each labor category.

Offeror's shall specify the Labor Category proposed (e.g. the hourly and/or daily rates for each). Total price for services will be established at the time the Task Order is placed and will be based on the prices offered herein. The estimated number of hours negotiated with individual Task Orders and the labor category provided will be shown on the resultant Delivery Order.

If the Government chooses to purchase on a Labor Hour basis, the resultant Delivery Order shall specify the Not To Exceed price, the Labor Category proposed (e.g. the hourly and/or daily rates for each), and any applicable Other Direct Costs (ODCs).

Base Period			Option Period 3		
Labor Category	Hourly	Daily	Labor Category	Hourly	Daily
Subject Matter Expert I			Subject Matter Expert I		
Subject Matter Expert II			Subject Matter Expert II		
Senior Project Manager			Senior Project Manager		
Admin/Clerical Support			Admin/Clerical Support		
Option Period 1			Option Period 4		
Labor Category	Hourly	Daily	Labor Category	Hourly	Daily
Subject Matter Expert I			Subject Matter Expert I		
Subject Matter Expert II			Subject Matter Expert II		
Senior Project Manager			Senior Project Manager		
Admin/Clerical Support			Admin/Clerical Support		
Option Period 2					
Labor Category	Hourly	Daily			
Subject Matter Expert I					
Subject Matter Expert II					
Senior Project Manager					
Admin/Clerical Support					

**REQUIREMENT**  
**DETENTION EXPERT SUPPORT SERVICES**

**1.0 Introduction**

Federal detention is a large component of criminal and immigration case processing by the U.S. Marshals Service (USMS) and the former Immigration and Naturalization Service (INS), now U.S. Immigration and Customs Enforcement (ICE), Department of Homeland Security (DHS). Law enforcement initiatives and increases in illegal immigration to the United States have created a complex detention program that the Department of Justice (DOJ) must effectively manage with available detention resources or acquire additional resources to meet increasing demands.

In response to the increasing concern regarding federal detention, the Office of the Federal Detention Trustee (OFDT) was established by a Congressional directive to exercise all power and functions authorized by law relating to the detention of federal prisoners and illegal aliens (See, Pub. L. 106-553, 114 Stat. 2762 (2000)). Accordingly, OFDT leads the development of DOJ detention policy and manages federal detention resources to maximize available detention space.

In January 2000, the Department of Justice (DOJ) approved a draft set of core detention functional areas to apply to all detention facilities operated by, or under contract to/agreement with, the United States Marshals Service (USMS), United States Immigration Customs Enforcement (ICE) (formerly known as the United States Immigration and Naturalization Service), and Federal Bureau of Prisons (BOP). Although the mission of each of these agencies differs, the functional areas were designed to address the most critical elements common to all three agencies and to help ensure that facilities housing federal detainees are safe, secure, and provide basic services in a safe and humane fashion, and that the facilities practices protect detainee statutory and constitutional rights with regards to their area of expertise. This set included 59 individual functional areas, which covered seven broad areas. Each agency that participated in drafting these core functional areas has additional functional areas, policies, and procedures that supplement the functional areas and address agency-specific concerns.

The Functional Areas developed by DOJ in 2000 were never officially adopted or published. Although these functional areas have been used informally by DOJ agencies to assess facility performance, the functional areas have remained in draft form. With the formation of the Office of the Federal Detention Trustee (OFDT) in September 2001, the need for a finalized set of functional areas to facilitate the monitoring and review process, and to provide consistency among agencies, became apparent.

In April 2002, the OFDT established a "Work Group" comprised of the BOP, ICE, and the USMS to finalize for publication purposes, Functional Areas. This effort resulted in

the 59 core areas being grouped into nine functional areas (also referred to as disciplines or programs). These 59 core areas and ICEs "Key Standards" are grouped into nine functional areas are as follows:

- *Administration and Management* – addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled
- *Health Care* – addresses the quality of, and access to, all medical, mental health, and dental services provided by the facility
- *Internal Security and Control* – addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline
- *Food Service* – addresses basic sanitation procedures and the adequacy of meals provided to detainees
- *Staff/Detainee Communication* – addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff
- *Safety and Sanitation* – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding
- *Services and Programs* – addresses detainee classification; religious practices; work assignments; juvenile needs; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence
- *Workforce Integrity* – addresses the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct
- *Detainee Discrimination* – addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability

## **2.0 Objective**

OFDT has identified a need for contractor project implementation and development support that contributes to better business practices, assists in determining adequate use of detention resources, and aides the organization in servicing its customers more

efficiently. This includes advice and counsel in interpreting results, analyzing systems that produce them and developing action plans to further improve business activities.

### **3.0 Required Services**

The Contractor will report all schedule activity status to the OFDT Performance Review & Quality Assurance Division (PRQAD), specifically, the contractors will provide the following services:

Provide Non personal expert specialized services consultation, assistance, and deliverables associated with all aspects of conducting facility reviews of Non-Federal contract jails and detention facilities housing United States Marshals Service (USMS) and Immigration and Customs Enforcement (ICE) detainees. Provide consulting, training, research, program development, and service products as required.

Assist with, and/or perform all phases of the facility review process to include, but not limited to: Attending familiarization and orientation training provided by the government; Assist with peer training and other training as required; including pre-site preparation and report production associated with the on-site facility reviews; Summarize objectives, timetables, team member responsibilities, and data that must be collected; Collect information in different forms and from multiple sources, including printed documents, direct observation of practices and procedures, and interviews. Report any significant and relevant problems needing improvement and examine the status and results of corrective actions implemented to determine the deficiencies have been remedied and ensure sensitive information collected or produced is safeguarded from all unauthorized outside of OFDT and other identified agencies.

Participate as an advisor on detention services and assist in the development of evaluation criteria for the detention acquisitions. The Contractor shall also provide evaluation assistance in the areas of detention expertise as it relates to the review of Statements of Work for Detention Services. Contractor shall conduct administrative tasks relevant to program management to include, but not necessarily limited to, assisting government project officers with coordination of acquisition requirement packages, reviewing deliverables, and tracking costs.

The following are essential personnel with respective minimum qualification requirements the Contractor should consider as critical for performance of the contract. The Contractor may use other titles:

**Senior Project Manager (25 or more years experience):** Provides professional and administrative leadership in the management of a project or task by tracking, monitoring the completion of assigned project. Strong background in detention/incarceration related issues. Responsible for leading project team assigned for the duration of a project or may function as ongoing lead within a group associated with one or more technical areas. Central point of communication for customer and personnel should any questions/needs arises. Possess diligent and highly organized administrative skills. Facilitate and lead



team discussions and meetings. Interacts continuously with government representatives to present results, discuss concerns, and ensure total product/service satisfaction. Leads the task and retains overall task responsibility for performance.

**Subject Matter Expert I (20 or more years experience):** Responsible for carrying out higher-level professional and/or administrative work involved in programs, projects and operations. Identifies and addresses issues affecting detention/ incarceration performance. Posses a strong background in detention/incarceration issues. An experienced professional operating independently with minimal guidance and supervision performs work.

**Subject Matter Expert II (10 to 19 years experience):** Responsible for carrying out higher-level professional and/or administrative work involved in programs, projects and operations. Identifies and addresses issues affecting detention/incarceration performance. Posses a strong background in detention/incarceration issues. An experienced professional operating independently with minimal guidance and supervision performs work.

**Administrative Support** - Performs administrative management task such as word processing, spreadsheet development, administrative typing. Helps produce and prepare deliverables. Maintains schedules, documents, and prepares / records meeting minutes. Knowledgeable in computer based documentation and presentation techniques. Prepares both graphical and narrative presentation material, including research and analytical support. (Recommended 3-5 years experience)

#### ***4.0 Contract Structure - Indefinite Delivery, Indefinite Quantity***

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) Multiple Award contract resulting from this solicitation, allowing for Firm Fixed-Price or Labor Hour task orders. Order type is at the discretion of the Government.

Upon the determination by the Government of the need for a service task, the Contracting Officer will issue to the Contractor a written request for a proposal to perform the task. A written description of the requirements will accompany the request.

The Contractor shall promptly (within 7 calendar days except for unusual circumstances) submit a proposal to include a detailed breakdown of the types of personnel and the man hours estimated to be required to complete the task, and to include an extension the summary of labor costs, and other direct costs (including travel costs).

The Contractor shall submit a written work plan to include a milestone-tracking schedule with task order events shown by projected and actual date, duration, and dependencies.

The Government reserves the right to perform any portion of these services or similar services, in lieu of issuing a task order.

The Government may, at its option, reproduce additional copies of drawings, reports or other documents furnished under this contract. Otherwise, additional reproduction may be done on a reimbursable basis to the Contractor.

### **5.0 Delivery Orders – Minimum Guarantee**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated. Such orders may be issued during the contract term.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by facsimile, or by electronic commerce methods.
- (d) The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.
- (e) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of \$1,000,000.00.

### **6.0 Work Hours**

OFDT\* observes the ten (10) Federal holidays and any other day declared a National holiday by the President of the United States. Those holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 <sup>th</sup>	Christmas Day

It should be noted that if a holiday falls on Saturday, it is observed on Friday. If a holiday falls on Sunday, it is observed on Monday.

## **7.0 Contracting Officers Technical Representative**

Ms. Claudia Hill, Chief, Performance Review and Quality Assurance  
Office of the Federal Detention Trustee  
National Place North Building, Suite 1210  
1331 Pennsylvania Ave., NW  
Washington, DC 20530  
Telephone: (202) 353-4601  
Fax (202) 353-4611

The COTR has the responsibility to inspect all services/deliverables and authorization to certify (but not to reject or deny) invoices for payment. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this task order shall not be construed to authorize the revision of the terms and conditions of this task order. The Contracting Officer shall authorize any such revision in writing.

## **8.0 Payments and Invoicing**

Invoice shall be submitted to the Contracting Officer's Technical Representative (COTR) listed. Invoice requirements shall be submitted in accordance with 52.212-4 Contract Terms and Conditions -- Commercial Items (Oct. 2003), Sub-Paragraph (G).

The COTR will review the invoice against its record. The COTR will notify the contractor of invoice discrepancies. Upon the resolution of the discrepancies, OFDT will approve the invoice and make payment to the contractor.

## **9.0 Hold Harmless and Indemnification Agreement**

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and costs whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omission of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

## ***10.0 Service Delivery Summary***

The contractor service requirements are summarized into performance objectives. The performance threshold describes the minimum acceptable levels of service necessary for each requirement. These thresholds are critical to mission success.

SDS#	PERFORMANCE OBJECTIVES	PWS #	PERFORMANCE THRESHOLDS	SURVEILLANCE METHODS
1	Provide program management capability	3.0	<ul style="list-style-type: none"> <li>• Meets SDS performance thresholds for 95% of contract requirements.</li> <li>• Contractor program management team level of competency is satisfactory.</li> <li>• Team members display an adequate knowledge of contract requirements.</li> <li>• Contractor team demonstrates adequate efficiency, effectiveness and flexibility when responding to program office requirements.</li> <li>• Team supports and responds timely to programmatic issues most of the time. Products produced by team are complete, on time and require no major re-work.</li> </ul>	Periodic surveillance. Contractor/Government/Program Managers interface.
2a	Provide Management Oversight: Planning	3.0	<ul style="list-style-type: none"> <li>• Meets SDS performance thresholds for 95% of contract requirements.</li> <li>• Contractors management planning is comprehensive and contains logical flow of activities.</li> <li>• Contractor's response to government technical and business requests is satisfactory.</li> <li>• Contractor implements adequate management controls that provide for identification of program office needs in a timely manner.</li> </ul>	Periodic Surveillance. Contractor/Government Program managers interface.

SDS#	PERFORMANCE OBJECTIVES	PWS #	PERFORMANCE THRESHOLDS	SURVEILLANCE METHODS
2b.	Provide Management Oversight: Hiring/Staffing	3.0, 12.0	<ul style="list-style-type: none"> <li>• Meets SDS performance thresholds for 95% of contract requirements.</li> <li>• Contractor takes action to meet government staffing/hiring requirements in a timely manner.</li> <li>• Contractor provides adequate staffing levels commensurate with work assignments.</li> <li>• Selection of personnel is adequate to meet program office requirements.</li> <li>• Contractor keeps program office informed of resource issues and takes appropriate and timely action to resolve them.</li> <li>• Task personnel changes are kept to a minimum.</li> </ul>	Periodic Surveillance. Contractor/Government Program managers interface.
2c.	Provide Management Oversight: Government/Contractor Interface	3.0	<ul style="list-style-type: none"> <li>• Meets SDS performance thresholds for 95% of contract requirements.</li> <li>• Contractor establishes clear lines of authority and provides effective communication with the government, other agencies and contractors.</li> <li>• Minimum programmatic or technical impacts are experienced because of communication problems.</li> <li>• Good coordination is maintained with government teams.</li> </ul>	Periodic Surveillance. Contractor/Government Program managers interface.

SDS#	PERFORMANCE OBJECTIVES	PWS #	PERFORMANCE THRESHOLDS	SURVEILLANCE METHODS
3.	Provide Travel Cost Control and Reporting	3.0, 8.0, 13.0	<ul style="list-style-type: none"> <li>• Meets SDS performance thresholds for 95% of contract requirements.</li> <li>• Contractor cost data is received on time and is consistent and logical.</li> <li>• Travel cost reports are accurate and provide sound information relative to overall travel cost.</li> <li>• Contractor demonstrates sensitivity to compliance with FAR by responding timely to contract administration and audit inquiries.</li> <li>• Provides resources to resolve issues raised by government personnel.</li> </ul>	Periodic Surveillance. Contractor/Government Program managers interface.

## **11.0 Government Furnished Property and Services**

### **11.1 General.**

The contractor shall identify in the task proposal the type, amount, and time frames for any required government resources, other than those listed below.

### **11.2 Facilities and Services.**

Access: The Government will provide the contractor access to all facilities as required to accomplish this requirement.

### **11.3 Information.**

The Government will provide access to the information required to support the tasks described in this requirement.

### **11.4 Period of Performance.**

The duration of this requirement is as follows:

Base: 1 January 2006 – 30 September 2006

Option Period(s): 1 October 2006 – 30 September 2007  
1 October 2007 – 30 September 2008  
1 October 2008 – 30 September 2009

## **12.0 Contractor Personnel Expertise**

The Contractor will be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. The Contractor shall provide experienced personnel with the skill levels necessary for the tasks described in Section 3.0 and functional areas described in Section 1.0. Resume language must clearly express and reflect functional area qualifications and relevant experience. All personnel shall be capable of working independently and taking a pro-active leadership role on the areas assigned and must have a solid knowledge of the MSOffice© suite of tools. All personnel must possess extensive analysis skills on the areas of expertise they are supporting in this SOW.

## **13.0 Travel**

Travel to other Government or civilian facilities outside the local area may be required. All travel must be approved by the COTR prior to commencement of the travel and shall be documented in a Trip Report.

Travel will be reimbursed according to the FAR31.205-46-Travel Costs. The Contractor shall provide complete documentation with each invoice supporting the travel costs, to include copies of receipts for all transportation, including air fair and rental cars, parking, hotel accommodations, meals, business-related phone calls, taxi fares, and reimbursable mileage.

## **14.0 Security**

Contractor personnel shall be required to have the appropriate level of investigation and/or security clearance for the sites at which they are located during the performance of duties in support of this order. At a minimum, all Contractor personnel are to have a completed favorable National Agency Check (NAC)/Entrance National Agency Check. Contractor personnel shall be required to submit a request for a user ID when access is required to a Government computer, to include the submission of proof to the PMO Security Manager that a favorable National Agency Security Check has been completed.

## **15.0 Data and Property Rights**

The OFDT shall retain all rights and privileges, including all patents and copyrights, to all Government furnished data. The Contractor shall neither retain nor reproduce for private or commercial use any information collected or other materials furnished or made available under this contract. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the OFDT is otherwise entitled.



All property rights, including publication rights, in the information and materials first produced by the contractor in connection with the *Statement of Work* shall vest with OFDT. Information and materials shall include, but are not limited to, the following: progress reports, work plans, draft and final reports, and software applications developed.

## **16.0 Safeguarding Data**

In performance of this contract, the Contractor will have access to sensitive Government information. The Contractor agrees to comply with, and assume responsibility for, compliance with the following requirements:

Access to any sensitive Government information shall be subject to the personnel security requirements specified in this document. The OFDT may remove access privileges for Contractor personnel for unauthorized, negligent, or willful actions. These may include, but are not limited to unauthorized modification or disclosure of systems-related or other data.

Individuals who receive access to any sensitive Government information will be required to sign the non-disclosure agreement prior to having access to that information. Access to sensitive Government information is to be directly-related and necessary to adequately conduct the review.

Any system or other data made available in any format shall be used only for the purpose of conducting reviews. Information contained in such system shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than a member of the team performing work under this contract on behalf of the Contractor shall be prohibited.

All system and other data shall be accounted for upon receipt and properly stored before, during, and after processing.

The Contractor certifies that system(s) or other data used during the performance of this contract shall be completely purged from all data storage components of its computer facilities, and the Contractor shall retain no sensitive information at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any system or other data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout, which may result while using, automated review platforms and systems or other data shall be destroyed using a document shredder or other method approved by the COTR.

No work involved with this contract shall be subcontracted without the specific written approval of the Contracting Officer.

The Contractor shall not publish or disclose in any manner the details of any safeguards used by the Government to protect its automated review systems or data.

Duplication or disclosure of the data and other information to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout the performance of this contract, the Contractor will have access to confidential data, which is either the sole property of the DOJ or is the sole property of other than the contracting parties. The Contractor

agrees to maintain the confidentiality of all data to which access may be gained throughout task order performance, whether title thereto vests in the DOJ or otherwise. The Contractor agrees to not disclose said data, any interpretations and/or translations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested.

The OFDT will have the right to terminate this contract for cause if the Contractor fails to provide the safeguards described above.

Penalties for improper disclosure (of any data) may be imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(1)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor who, by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

### ***17.0 Organizational Conflict of Interest-Current and Continuing***

The Contractor warrants that, to the best of his/her knowledge and belief, they do not have any organizational conflict of interest as defined below:

The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to other activities or relationships with the DOJ, USMS, ICE, or the facilities which they will review, which places them in a position that may be unsatisfactory or unfavorable from the Government's standpoint of being able to exercise or render an impartial, technically-sound, objective review in their area of expertise and policies and procedures.

The Contractor agrees that, if after contract award it discovers an organizational conflict of interest with respect to this contract, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer that shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

If the Contractor was aware of organizational conflict of interest before contract award and intentionally did not disclose the conflict to the Contracting Officer, the contract may be terminated.

## 18.0 Contract Terms and Conditions

52.212-4 Contract Terms and Conditions -- Commercial Items (Oct. 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.*
  - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
  - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
  - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing

or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

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

(t) *Central Contractor Registration (CCR).*

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

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

#### ADDENDUM TO FAR 52.212-4

52.252-2 -- Clauses Incorporated by Reference (Feb 1998).

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

<http://www.arnet.gov/far> (for FAR provisions/clauses)

<http://www.usdoj.gov/jmd/pss/jarinet.htm> (for Justice Acquisition Regulations clauses)

52.214-34	Submission of Offers in the English Language	APR 1991
52.216-18	Ordering	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-5	Evaluation of Options	JUL 1990
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.237-3	Continuity of Services	JAN 1991

52.216-27, Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2005)

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

*[Contracting Officer shall check as appropriate.]*

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (Mar 1999) of 52.219-5.
- (iii) Alternate II (June 2003) of 52.219-5.
- (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).



- \_\_\_ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- \_\_\_ (24) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- X (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- \_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- \_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- \_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- \_\_\_ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- \_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- \_\_\_ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 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.]*

- \_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

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

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

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

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

(e)

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 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.

(End of Clause)

## **19.0 Offeror Representations and Certifications**

52.212-3--Offeror Representations and Certifications -- Commercial Items (Jan 2005)

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

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

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

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

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

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

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements

described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

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

\* 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 \_\_\_\_\_

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

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

or

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

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

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

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

(A) It \* is, \* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small

Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or  
(B) It \*has, \* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

\_\_\_\_\_.]

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

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

(ii) It \* is, \* not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal

appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.:

Country of Origin:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."



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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (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; and
- (2) \* Have, \* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) \* Are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

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

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

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

(j)

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

*(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bon.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (b) through (i) 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 into this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of Provision)

## **20.0 Submission of Proposals**

Read the entire solicitation document prior to preparation of your offer. Offers submitted with incomplete, incorrect or unclear information and that are not submitted in accordance with these proposal instructions and/or other solicitation requirements will be determined to be unacceptable for further evaluation.

The Offeror must submit a proposal to provide a basis for evaluation by the Government. The information provided shall be current, concise, factual and complete. Proposals that merely offer to conduct the work in accordance with the Government's requirements, "as described in the Statement of Work", or citing "generally accepted procedures" will be considered unacceptable and rejected.

### **20.1.1 Price Proposal**

- The contract form (SF 1449);
- Schedule of Price (Hourly and Daily) the proposal shall be prepared using labor categories and hourly rates;
- Authorized Individual -- Provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this quotation;
- Representations and Certifications (found in Section 19, Provision FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (JAN 2005)).

### **20.1.2 Technical/Management Proposal**

Provide a narrative description of your field of expertise, and describe how your proposed services relate to the requirement. Additionally, describe how your firm intends to accomplish agency tasks presented under any resultant contract. Include a plan of accomplishment that demonstrates the offeror's organizational accounting controls and quality measures proposed. Discuss the use of subcontractors if applicable or ability to acquire staff of senior level consultants with extensive experience in law enforcement and detention issues, including expert in the areas of penology, medical care, mental health, food service, and life safety and sanitation. The Offeror shall demonstrate how it will provide quality services for both the overall contract and individual task orders. (Page limit – 10 pages)

### **20.1.3 Past Performance**

Include three (3) references, not more than one (1) page in length or a reference digested to the length of a single page, for contracts of similar size and scope. The following information is required for each reference:

- Customer name and address.
- Point of contact (name, title, telephone number, and fax number) for contractual/administrative matters (e.g., the Contracting Officer) and technical performance (e.g., the Contracting Officer's Technical Representative).
- Contract/delivery order number.
- Total dollar value of the contract/order. If performed as part of a team, provide the dollar value of your firm's contribution.
- Period of Contract performance.
- Description of work performed.
- Identification of the major teaming partners, subcontractors, or prime Contractor and the role-played by each.

## **21.0 Evaluation Factors for Award**

Award will be made to the responsible Offeror(s) whose offer, conforming to this RFQ is found to be most advantageous to the Government. Although price will be evaluated, the Government reserves the right to award to other than the low-priced Offeror.

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the Government which may result in making more than one (1) award (Multiple Awards). The Government reserves the right to make multiple awards to the Offeror who can accomplish the requirements set forth in the solicitation and represents the best overall value to the Government.

The proposal shall clearly demonstrate the Offeror's understanding of the overall and specific requirements of the proposed contract; convey the Offeror's capabilities for transforming their understanding into accomplishments; and present the offeror's plans, methods, and prices for performing the contract.

Criteria are in descending order of importance. The technical/management and past performance areas are of significantly greater importance than price.

### Technical Approach

Understanding of the issues related to conditions of confinement, civil rights laws, and demonstrated ability to evaluate detention facilities to ensure a humane and safe environment and those prisoners statutory and constitutional rights are protected, to include an understanding of statistical sampling and interviewing techniques, as well as evaluation development and execution strategies, comprehensive knowledge of federal, state and local, private detention/correctional organizations, operations and their practices. Staff experienced in interacting with an incarcerated population; corporate capability and access to the resources necessary to mount an effort of this magnitude within a limited period of time.

### Past Performance

Each Offeror will be evaluated on its performance under existing and prior contracts for similar services. Performance information will be used in evaluating proposals and for responsibility determinations. The evaluation will focus on information which demonstrates experience and quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the Offeror may be contacted.

Information utilized may be obtained from the references listed in the proposal, other customers known to the Government or of whom it becomes aware, consumer protection organizations, and any others who may have useful and relevant information.

Information may also be considered regarding significant subcontractors, corporate personnel and essential personnel.

Price

OFDT will evaluate each offeror's cost and pricing proposal to assess the realism and reasonableness of the proposed firm fixed-price hourly price.

Discussions

The Government intends to issue a contract without discussions; therefore, vendors should present their best possible technical approach and best pricing. However, after evaluating each vendor's proposal, the Government reserves the right to conduct discussions with all, or a limited number of the vendors. The Government in the evaluation and best value decision may consider information obtained during discussions, whether or not it is reduced to written material.

Best Value Award

In deciding which Offeror(s) represents the best overall value, OFDT will consider technical merit to be significantly more important than the proposed price.