

Project Title:	Unemployment Compensation for Federal Employees
Description of Acquisition:	Open Market/Competitive
Contract Type:	Firm Fixed Price
Contract #:	AG-3142-C-06-0031
Business Size ( <i>i.e. SB, 8(a), SDB, WO</i> )	Large Business
Description of Supply/Service:	Unemployment Compensation Services
Agencies Identified to Receive Supplies/Svc:	Government-wide
Agencies Authorized to Place Calls/Orders:	USDA-wide and All Federal Agencies
Effective Period of Contract for Placing Calls/Orders:	January 2, 2006 - September 30, 2010
Call/Ordering Procedures:	Task Orders
CO 's Name:	Vernell P. Thompson
Telephone:	202-720-2134
Email:	<a href="mailto:Vernel.Thompson@usda.gov">Vernel.Thompson@usda.gov</a>
Fax:	202-720-9226
Contractor's Name	Talx Corporation
Contractor POC Name:	Carol Shular
Telephone:	314-684-2422
Email:	<a href="mailto:CShular@talx.com">CShular@talx.com</a>
Fax:	314-983-3422

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. PAGE 1 OF 63

2. CONTRACT NO.  
AG-3142-C-06-0031

3. AWARD/EFFECTIVE DATE  
3/01/2006

4. ORDER NUMBER

5. SOLICITATION NUMBER  
RFP-OPPM-05-R-55

6. SOLICITATION ISSUE DATE  
10/26/2005

7. FOR SOLICITATION INFORMATION CALL:

a. NAME VERNELL P. THOMPSON

b. TELEPHONE NUMBER (No collect calls)  
202-720-2134

8. OFFER DUE DATE/ LOCAL TIME 2:00PM  
11-22-2005

9. ISSUED BY CODE  
  
USDA, OPPM,POD  
REPORTERS BLDG, STOP 9307  
300 7<sup>TH</sup> STREET, SW, ROOM 377  
WASHINGTON, DC 20024  
  
ATTN: MS. VERNELL P. THOMPSON

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  
 SET ASIDE: % FOR  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-  8(A) OWNED SMALL BUSINESS  
  
NAICS: 561990  
SIZE STANDARD: 6.0 MIL

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
Same as block 9

12. DISCOUNT TERMS  
NONE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING  
  
14. METHOD OF SOLICITATION  
 RFQ  IFB  XRF

15. DELIVER TO CODE

16. ADMINISTERED BY  
SAME AS BLOCK 9

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  
  
TALX CORPORATION  
10101 WOODFIELD LANE  
SAINT LOUIS, MISSOURI 63132  
800-366-6660 PHONE  
314-997-2100 FAX

18a. PAYMENT WILL BE MADE BY CODE  
  
As directed by each individual delivery order

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
	<p>UNEMPLOYMENT COMPENSATION FOR FEDERAL EMPLOYEES (UCFE) (SEE ATTACHED PERFORMANCE WORK STATEMENT) ISSUE DATE: 10/26/2005 OFFER DUE DATE: 11/22/2005 @LOCAL TIME: 2:00PM TECHNICAL QUESTIONS DUE DATE: 11/08/2005 @2:00PM</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>			PLEASE REFER TO SECTION #1 PRICE COST PROPOSAL.	PLEASE REFER TO SECTION #1 PRICE COST PROPOSAL.

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$460,682.00

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF: \_\_\_\_\_ OFFER 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  
*Marcus Buckley*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
*Vernell P. Thompson*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
MARCUS BUCKLEY,  
SENIOR CLIENT RELATIONSHIP MANAGER

30c. DATE SIGNED  
12/14/2005

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
Vernell P. Thompson

31c. DATE SIGNED  
2-28-06

**RFP-OPPM-05-R-55**

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 12/14/2005	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32d. 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	
38. S/R ACCOUNT NO.	39. S/R 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 ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS	

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**SECTION #1  
SCHEDULE OF SUPPLIES/SERVICES  
Prices/Costs**

**THE CONTRACTOR SHALL FURNISH THE NECESSARY PERSONNEL, MATERIAL, EQUIPMENT, SERVICES, AND FACILITIES (EXCEPT AS OTHERWISE SPECIFIED) AS REQUIRED BY THE PERFORMANCE WORK STATEMENT.**

**BASE PERIOD: 01/02/2006 THROUGH 09/30/2006**

Item	Service	Estimated Quantity	Unit	Price	Total
01	Number of separation documents processed	270,000	Each	<u>\$ .150</u>	<u>\$40,500</u>
02	Verification of employment	78,000	Each	<u>\$3.75</u>	<u>\$292,617</u>
03	Claims Processing	78,000	Each	<u>\$0</u>	<u>\$0</u>
04	Appeals Administration	500	Each	<u>\$150</u>	<u>\$75,00</u>
05	State charge detail processing	200,000	Each	<u>\$0.084</u>	<u>\$16,810</u>
06	Reconciling State benefit payments With DOL billings	200,000	Each	<u>\$0</u>	<u>\$0</u>
07	Training/Annual Workshops (See Technical Exhibit #4)	210	Each	<u>See Exhibit # 4</u>	
08	Management Reports	400	Each	<u>\$96.30</u>	<u>\$38,520</u>

Optional Items:

01	Lender Verified/Agency Services <u>interested please contact Tim Simmons at TALX: <a href="mailto:tsimmons@talx.com">tsimmons@talx.com</a> or 314-214-7000</u>	45	Each	<u>If an agency is</u>	
02	Workers' Compensation reconciliation's	6,000	Each	<u>\$1.60</u>	<u>\$9,600</u>

Estimated total for the Base period: \$460,682

**OPTION PERIOD I: 10/1/2006 THROUGH 09/30/2007**

**THE CONTRACTOR SHALL FURNISH THE NECESSARY PERSONNEL, MATERIAL, EQUIPMENT, SERVICES, AND FACILITIES (EXCEPT AS OTHERWISE SPECIFIED) AS REQUIRED BY THE PERFORMANCE WORK STATEMENT.**

Item	Service	Estimated <u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
01	Number of separation documents processed	270,000	Each	<u>\$ .150</u>	<u>\$40,500</u>
02	Verification of employment	78,000	Each	<u>\$3.75</u>	<u>\$292,617</u>
03	Claims Processing	78,000	Each	<u>\$0</u>	\$0
04	Appeals Administration	500	Each	<u>\$150</u>	<u>\$75,00</u>
05	State charge detail processing	200,000	Each	<u>\$0.084</u>	<u>\$16,810</u>
06	Reconciling State benefit payments With DOL billings	200,000	Each	<u>\$0</u>	<u>\$0</u>
07	Training/Annual Workshops (See Technical Exhibit #4)	210	Each	<u>See Exhibit # 4</u>	
08	Management Reports	400	Each	<u>\$96.30</u>	<u>\$38,520</u>

Optional Items:

01	Lender Verified/Agency Services	45	Each	<u>If an agency is interested please contact Tim Simmons at TALX: <a href="mailto:tsimmons@talx.com">tsimmons@talx.com</a> or 314-214-7000</u>	
02	Workers' Compensation reconciliation's	6,000	Each	<u>\$1.60</u>	<u>\$9,600</u>

Estimated total for Option Period I: \$473,047

**OPTION PERIOD II: 10/1/2007 THROUGH 9/30/2008**

**THE CONTRACTOR SHALL FURNISH THE NECESSARY PERSONNEL, MATERIAL, EQUIPMENT, SERVICES, AND FACILITIES (EXCEPT AS OTHERWISE SPECIFIED) AS REQUIRED BY THE PERFORMANCE WORK STATEMENT.**

Item	Service	Estimated Quantity	Unit	Price	Total
01	Number of separation documents processed	270,000	Each	<u>\$0.150</u>	<u>\$40,500</u>
02	Verification of employment	78,000	Each	<u>\$3.95</u>	<u>\$308,031</u>
03	Claims Processing	78,000	Each	<u>\$0</u>	<u>\$0</u>
04	Appeals Administration	500	Each	<u>\$162.20</u>	<u>\$81,100</u>
05	State charge detail processing	200,000	Each	<u>\$0.088</u>	<u>\$17,661</u>
06	Reconciling State benefit payments With DOL billings	200,000	Each	<u>\$0</u>	<u>\$0</u>
07	Training/Annual Workshops (See Technical Exhibit #4)	210	Each	<u>See Exhibit # 4</u>	
08	Management Reports	400	Each	<u>\$101.20</u>	<u>\$40,480</u>

Optional Items:

01	Lender Verified/Agency Services <u>interested please contact Tim Simmons at TALX: <a href="mailto:tsimmons@talx.com">tsimmons@talx.com</a> or 314-214-7000</u>	45	Each	<u>If an agency is</u>	
02	Workers' Compensation reconciliation's	6,000	Each	<u>\$1.60</u>	<u>\$9,600</u>

Estimated total for the Option period II: \$497,372

**OPTION PERIOD III: 10/01/2008 THROUGH 09/30/2009**

**THE CONTRACTOR SHALL FURNISH THE NECESSARY PERSONNEL, MATERIAL, EQUIPMENT, SERVICES, AND FACILITIES (EXCEPT AS OTHERWISE SPECIFIED) AS REQUIRED BY THE PERFORMANCE WORK STATEMENT.**

Item	Service	Estimated Quantity	Unit	Price	Total
01	Number of separation documents processed	270,000	Each	<u>\$0.150</u>	<u>\$40,500</u>
02	Verification of employment	78,000	Each	<u>\$4.05</u>	<u>\$315,731</u>
03	Claims Processing	78,000	Each	<u>\$0</u>	<u>\$0</u>
04	Appeals Administration	500	Each	<u>\$168.70</u>	<u>\$84,350</u>
05	State charge detail processing	200,000	Each	<u>\$0.091</u>	<u>\$18,103</u>
06	Reconciling State benefit payments With DOL billings	200,000	Each	<u>\$0</u>	<u>\$0</u>
07	Training/Annual Workshops (See Technical Exhibit #4)	210	Each	<u>See Exhibit # 4</u>	
08	Management Reports	400	Each	<u>\$103.70</u>	<u>\$41,480</u>

Optional Items:

01	Lender Verified/Agency Services <u>interested please contact Tim Simmons at TALX: <a href="mailto:tsimmons@talx.com">tsimmons@talx.com</a> or 314-214-7000</u>	45	Each	<u>If an agency is</u>	
02	Workers' Compensation reconciliation's	6,000	Each	<u>\$1.60</u>	<u>\$9,600</u>

Estimated total for the Option period III: \$509,764

**OPTION PERIOD IV: 10/1/2009 THROUGH 09/30/2010**

**THE CONTRACTOR SHALL FURNISH THE NECESSARY PERSONNEL, MATERIAL, EQUIPMENT, SERVICES, AND FACILITIES (EXCEPT AS OTHERWISE SPECIFIED) AS REQUIRED BY THE PERFORMANCE WORK STATEMENT.**

Item	Service	Estimated Quantity	Unit	Price	Total
01	Number of separation documents processed	270,000	Each	<u>\$.150</u>	<u>\$40,500</u>
02	Verification of employment	78,000	Each	<u>\$4.15</u>	<u>\$323,625</u>
03	Claims Processing	78,000	Each	<u>\$0</u>	\$0
04	Appeals Administration	500	Each	<u>\$175.40</u>	<u>\$87,700</u>
05	State charge detail processing	200,000	Each	<u>\$0.093</u>	<u>\$18,555</u>
06	Reconciling State benefit payments With DOL billings	200,000	Each	<u>\$0</u>	<u>\$0</u>
07	Training/Annual Workshops (See Technical Exhibit #4)	210	Each	<u>See Exhibit # 4</u>	
08	Management Reports	400	Each	<u>\$106.30</u>	<u>\$42,520</u>

Optional Items:

01	Lender Verified/Agency Services <u>interested please contact Tim Simmons at TALX: tsimmons@talx.com or 314-214-7000</u>	45	Each	<u>If an agency is</u>	
02	Workers' Compensation reconciliation's	6,000	Each	<u>\$1.60</u>	<u>\$9,600</u>

Estimated total for the Option period IV: \$522,500

APPENDIX A

SERVICE AREA AND BENEFICIARIES OF THE CONTRACT

- A. **Place of Performance-NATIONWIDE GOVERNMENT AGENCIES AS DESIGNATED BELOW**
- B. **Beneficiaries of the contract**

**USDA:**

Agric. Marketing Service  
Animal and Plant Health Inspection service  
Center for Nutrition Policy and Promotion  
Farm Service Agency  
Food and Nutrition Services  
Food Safety and Inspection Services  
Foreign Agric. Service  
Forest Service  
Grain Inspec. Packers and Stockyard Admin  
Natural Resources Conservation Service  
Risk Management Agency  
Rural Development

**OTHER FEDERAL AGENCIES:**

American Battle Monument Commission  
Architect of the Capitol  
Associate Attorney General  
Bureau of Engraving and Printing  
Bureau of Indian Affairs  
Bureau of Land Management  
Bureau of Reclamation  
Civil Division  
Comptroller of the Currency  
DC Courts  
Defense Commissary Agency  
Defense Contract Audit Agency  
Defense Finance and Accounting Service  
Defense Information Agency  
Defense Intelligence Agency  
Defense Logistic Agency  
Defense Nuclear Facilities Safety Board  
District of Columbia Public Schools  
Environment and Natural Resources Division  
Environmental Protection Agency  
Equal Employment Opportunity Commission  
Executive Office for the United States Attorneys  
Executive Office for U.S. Trustees  
Executive Office of Immigration Review  
Export-Import Bank of the United States  
Federal Aviation Administration  
Federal Bureau of Prisons  
Federal Communications Commission  
Federal Deposit Insurance Corporation  
Federal Emergency Management Agency  
Federal Energy Regulatory Commission  
Federal Highway Administration

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Federal Housing Finance Board  
Federal Labor Relations Auth.  
Federal Law Enforcement Training Center  
Federal Mediation and Conciliation Service  
Federal Railroad Administration  
Federal Trade Commission  
Federal Transit Administration  
Fish and Wildlife Service  
General Accounting Office  
General Services Administration  
Harry S. Truman Scholarship Foundation  
Inter-American Foundation  
Internal Revenue Service  
International Trade Commission  
James Madison Memorial Foundation  
Millennium Challenge Corporation  
National Aeronautics & Space Administration  
National Labor Relations Board  
National Science Foundation  
Nuclear Regulatory Commission  
Overseas Private Investment Corporation  
Pension Benefit Guaranty Corporation  
Presidio Trust  
Securities and Exchange Commission  
Selective Service System  
Social Security Administration  
Surface Transportation Board  
US Arctic Research Commission  
US Chemical Safety & Hazard Investigation Board  
US Coast Guard  
US Department of Commerce  
US Department of Education  
US Department of Justice  
US Department of the Interior  
US Department of the Treasury  
US Department of Transportation  
US Department of Transportation Security Administration  
US Mint  
US Trade Development Agency  
Valles Caldera Trust

**SECTION # 2**  
**Unemployment Compensation Program**  
**PERFORMANCE WORK STATEMENT (PWS)**

A.1 BACKGROUND

Since January 1, 1955, Federal civilian employees have had unemployment insurance protection under Chapter 85, Title 5, U.S. Code. The Omnibus Reconciliation Act of 1980 (P.L. 96-499, December 5, 1980) amended the Unemployment Compensation for Federal Employees (UCFE) law, and provided that effective January 1, 1981, each Federal Agency is required to pay its share of the costs of State unemployment benefits to former Federal employees.

The Department of Labor (DOL) is responsible for (1) advising State and Federal agencies of their responsibilities under the law, and (2) developing administrative procedures and forms for State and Federal agencies use.

States pay Unemployment Compensation (UC) to former Federal employees in the same amount and under the same terms and conditions that apply to unemployed claimants from the private sector.

A basic requirement of all States is that the claimant must be unemployed, but able and available for work. State UC laws and policies vary significantly as to eligibility requirements, payment amounts, and period of eligibility, making it difficult for Federal agency personnel who are not familiar with detailed State requirements, to verify, review, and appeal claims within the prescribed time limits.

A.1.1. OBJECTIVE

To make available to the U.S. Department of Agriculture and other designated Federal agencies the most effective and efficient system of handling unemployment compensation claims in order to reduce cost and improve management.

A.1.2 SCOPE

A single contractor will be retained to carry out the participating agencies' responsibility for unemployment compensation management. The contractor should also be able to provide various administrative services utilizing the detail information provided for unemployment purposes as indicated below. The contractor shall perform all administrative functions in managing unemployment compensation claims. However, Government officials will retain responsibility for reviewing all claims deemed appeal able by the contractor, and determine which claims will be challenged.

At the onset, approximately 21 USDA and 23 additional Federal nation-wide agencies would be serviced. The approximate unemployment compensation caseload is 78,000 cases per year. It is anticipated that other USDA agencies and Federal Departments may be added as designated users under this contract after award.

The contractor shall provide the following services:

1. Storing of payroll/separation data

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2. Verification of employment
3. Claims processing
4. Appeals administration
5. State detail processing
6. Reconciliation of State benefits payment with DOL billings
7. Training
8. Management Reports

The contractor should also be able to provide the following optional services at participating agencies' request:

9. Lender / Verifier / Agency Services
10. Worker's Compensation Reconciliation Services

Note: USDA agencies and other Federal agency users are listed on Appendix A attached to the Statement of Work.

### A.2. Specific Requirements

#### A.2.1. Storage of payroll/separation data

A. The contractor must provide a system for transmitting and storing payroll/separation data.

1. Participating Government agencies will provide the contractor with up to 2 years of historical payroll/separation data at the outset. Periodic updates will coincide with the scheduled payroll for each Government agency. (Pay Plan AD employees payroll/separation data should be included from DOI.)
2. The payroll/separation data will be submitted from various payroll and personnel locations, and will be transmitted in multiple formats.
3. The contractor must provide for receipt and input of the payroll/separation data in the format submitted by the Government agencies. This includes the incorporation of the required Government location identifiers into the contractor's system. These location identifiers range from 2 to 15 characters.
4. The contractor must provide for receipt, input and storage of expanded comments/remarks for certain Agencies when additional separation information is available.

#### A.2.2. Verification of Employment

- A. The contractor will be will be designated as the addressee of record for the receipt of verification of employment inquiries (Form ES-931) and other related inquiries as appropriate.
- B. Using the payroll data the contractor must:

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1. Determine whether the claimant is a former employee of the respective Government agency.
2. Identify the sub-unit within the agency, which employed the claimant at the time of separation.
3. Complete the claims forms and return them to the State agency within prescribed time limits.

### A. 2.3. Claims Processing

- A. The contractor must review employee separation documents to assure that needed employment information is provided.
- B. The contractor must review claimants' circumstances of separation, availability for work, and allocation or severance or other special payments.
- C. The contractor will refer questionable State determinations to appropriate Government agency officials.
- D. The contractor must be able to interface with the Federal Interstate Connection (ICON) System to electronically pick up inquiries from the various state unemployment offices and electronically respond. The contractor must have the hardware / software necessary and agrees to work with the ICON administrator regarding procedural matters.

### A.2.4. Appeals Administration

- A. The Government agency officials will decide whether to appeal or accept State determinations
- B. When the Government informs the contractor they wish to appeal, at that point the Government is obligated to pay the amount set-forth in the Schedule of Charges.
- C. When a special appeal is filed, the contractor will obtain the appropriate documentation and provide the necessary review, and representation throughout the appeal process as set-forth by the respective State laws.

### A.2.5. State Detail Processing

- A. The contractor shall be the addressee of record for receipt of the paid data from the 50 states, Puerto Rico, Virgin Islands, Guam, and the District of Columbia. These data are submitted on a quarterly basis, in various formats, which may be manual or automated.
- B. The contractor must monitor receipt and review the benefit paid data to determine whether:
  1. The state agency is paying Government claimants correctly.
  2. The Government's share of the charges for multiple-employer claimants is correct.

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- C. Any discrepancies, which cannot be solved informally, must be reported to the appropriate Government official so that an appeal can be filed with the State unemployment office.
- D. When the Government informs the contractor of the wish to appeal, at that point, the Government is obligated to pay the amount set-forth in the schedule of charges.
- E. When an appeal is filed, the contractor will represent the Government and follow-up with the State to assure that credits are received and properly accounted for.

### A.2.6. Reconciliation of State Benefits Paid Data to DOL Billings

- A. The contractor must reconcile State benefit paid data with the amounts DOL bills to participating agencies. This includes follow up with the State unemployment offices for any missing benefit paid data.
- B. DOL bills Federal agencies each quarter. The bill may include supplemental charges for previous quarters.

### A.2.7. Training

- A. The contractor will meet with USDA agency personnel at locations designated by the agency to train claims processors and managers on procedures for day-to-day unemployment compensation management. The contractor will provide follow up sessions as the need arises.
- B. The contractor will conduct workshops geared to the responsibilities of Government supervisory personnel in the areas of:
  - 1. Cost of unemployment claims
  - 2. Hiring practices
  - 3. Part-time employment
  - 4. Use of probationary periods
  - 5. Separation terminology
  - 6. Proper documentation

### A.2.8. Management Reports

- A. The contractor must provide participating Government agencies with Unemployment Compensation Management Reports monthly, with cumulative reports quarterly, annually, and the most recent four (4) quarters as of the end of the third quarter (June 30). Reports should be available in either hard copy or soft, electronic copy.

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- B. Using the location identifiers referred to in section A.2 (A.3) of this statement of work, the contractor will present the required information nested to the 4<sup>th</sup> organizational level of each participating agency. The contractor must also have the capability to roll up the data and present summary information at the 3<sup>rd</sup>, 2<sup>nd</sup>, and 1<sup>st</sup> organizational levels.
- C. The management reports must include both summary and detailed information for:
1. The number of separations received
  2. All inquiries, claims, and appeals that were initiated during the reporting period, with status of each.
  3. A summary of the disposition of claims determinations and appeal decisions shown as pending on previous reports.
  4. Charges and credits to each agency during the current quarter resulting from claims filed in a previous report.
  5. A detailed report on the reconciliation of the State benefits paid data to the DOL billings. (Separate reports will be provided for payments made for each prior quarter.)
  6. A supplemental report covering charges and credits from the previous quarters.

### A.3. Government Liability

- A. The Government will be obligated under the awarded contract only to the extent of delivery orders issued by the beneficiaries as identified in Appendix A, which is attached to this statement of work.
- B. The offerors are cautioned that processing of unemployment compensation claims for other than the beneficiaries listed on Appendix A (page 12), will not constitute a liability for payment from said beneficiaries.

### A.4. Lender / Verifier / Agency Services

- A. The contractor shall respond to request for employment and wage information on any individuals employed by a department/agency that may be generated by: mortgage, lending or credit institution (hereinafter referred to as "Lenders"); verifiers of employment (hereinafter referred to as "verifiers") and family service government agencies (hereinafter referred to as "Agencies").

The participating departments/agencies should provide contractor with needed employment and wage information on a pay period or quarterly basis. This information will be stored on the contractor's system to be made available to lenders on an as needed basis. The departments/agencies should also distribute, or make known to their employees, the proper instructions for using the service. The contractor can provide sample employee instructions, such as brochures and posters.

Utilizing a PIN number, the employee desiring credit can call the contractor's toll-free number or access the Internet to obtain an authorization code to provide to the lender. Once the Lender / Verifier has received the authorization code from the employee, they may retrieve the necessary employment and wage information by first entering the employee's social security number and then the authorization code. Once security requirements have been met, employment and salary information can then be spoken over the phone or faxed directly to the lender.

The contractor should incorporate adequate security features that limit the number of times (or length of time) the lender/verifier can access employee data with the same authorization code. Reports should be available to the agency or employee detailing who has accessed the data, with date and number of times accessed.

The Lender/Verifier Service should provide three different levels of information to authorized users:

1. Basic Employment verification, which includes:
  - Employee Name;
  - Employee Social Security Number;
  - Employer Name;
  - Initial hire date;
  - Most recent hire date (if applicable);
  - Current status (active or inactive);
  - Total employment time with employer in year or months;
  - Position.
2. Basic employment verification with salary information, which includes:
  - a. All basic information above, plus
  - b. Current rate-of-pay and most recent period earnings.
3. Basic employment verification, salary information and salary history, which includes:
  - All basic information above, plus
  - Rate of pay;
  - Year-to-date gross wages;
  - Two previous years' total gross wages (when available).

If an employee desires, they may block or unblock access to their Wages, by dialing into the system and selecting the proper option.  
**All employee access to the system is via a toll-free number.**

#### A.5. Worker's Compensation Reconciliation Services

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- A. The contractor shall develop an OWCP claim and cost tracking system which, will store and report workers' compensation data on a quarterly basis. Reconciled claim records (Master Data Files) will be retained for at least seven years.
- B. Each quarter, upon receipt of a tape of workers' compensation payments from the Department of Labor, the contractor will process this tape by passing each record against the quarterly federal payroll file provided by the National Finance Center. In this way the contractor will determine for which Agency/Mission Area the payee worked at the time of their injury. This determination will be made to the lowest possible organizational level. A minimum of three levels below the two-digit agency code (total of four levels) will be identified. Data identified to at least the fourth level will be referred to as "reconciled data".

The resulting data set will be updated by passing it against the Master Data File from the previous quarter. Claim records that cannot be reconciled to a specific Agency/Mission Area via the claimant's social security number, will be force-matched to the two digit Agency code level by using the Department of Labor assigned Agency Chargeback Codes. This results in the generation of the New Master Data File.

Quarterly reports, or quarterly data deliveries, will be based on this reconciled New Master Data File and will be generated no later than 15 days after the receipt of the Department of Labor Data.

Any claimants, which cannot be at least force-matched by Agency Chargeback Code will be placed on an "Unmatched List" and sent to the Safety and Health Management Division (SHMD).

Any updates of organizational codes for claims on the "Unmatched List", or for claims initially only forced matched by Agency Chargeback Codes, will be returned to the contractor for posting to the next quarterly New Master Data File (except fourth quarter – see below). These organizational code updates will be keyed to claim number.

Quarterly reports, for quarters 1, 2, and 3 will be generated once from the New Master Data File for every Agency/Mission Area, and for the Department as a whole. Fourth quarter/annual reports/data (period covering 1 July through June 30) will be generated twice. Once from the New Master Data set for that quarter, and once after receipt and posting of organizational code updates from SHMD or Agencies/Mission Areas. Agency/Mission Area reports/data for participating agencies will be mailed/transmitted directly to the Agency/Mission Area contact person or to the designated location.

At the participating Agency/Mission Area's request, and in lieu of hard copy reports, the contractor will provide the reconciled raw data for use by participating Agency/Mission Areas to format and product their own reports. Data will be provided in an agreed-to-format via electronic means.

Department-wide reports and copies of every Agency/Mission Area report will be provided to the Safety and health Management Division in hardcopy, or in an agreed to format via electronic means.

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### C. Reports

1. Schedule for Quarters 1, 2 and 3
  - a. Receive DOL tape by 15<sup>th</sup> of month following end of quarter
  - b. Generate quarterly reports/data, including Unmatched Data Report, by end of first month following end of quarter.
  - c. Receive organizational code updates from Agencies/Mission Areas/SHMD. Update Master Data Set in preparation for generating next quarterly reports/data.
- a. Schedule for Quarter 4
  - a. same as 1a above
  - b. same as 1b above
  - c. Receive organizational code updates from Agencies/Mission Areas/SHMD. Update Master Data Set. Generate corrected quarterly and annual reports/data by 15<sup>th</sup> day of second month following end of quarter.
- b. Quarterly reports prep are for each Mission Area/Agency and for SHMD (Department-wide Data)
  - a. Injury/Illness Report for new cases to be paid in each fiscal year (sorted by type of injury or illness)

Only claims with date of injury in current OWCP year will be included

Within agency, report will be sequenced by type of injury/illness

Report to display following items:

    - Mission Area/Agency
    - Type of Injury/Illness
    - Medical costs
    - Compensation Cost
    - Total Cost
    - Number of Cases
  - b. Injury/Illness Report for all cases to be paid in each fiscal year (sorted by type of injury or illness)

All Active claims will be included

Within agency, report will be sequenced by type of injury/illness

Report to display following items:

Mission Area/Agency  
Type of Injury/Illness  
Medical costs  
Compensation Cost  
Total Cost  
Number of Cases

- c. Injury/Illness Report for new cases to be paid in each fiscal year (sorted by type of injury or illness)

Only claims with date of injury in current OWCP year will be included

Within agency, report will be sequenced by cause of injury/illness

Report to display following items:

Mission Area/Agency  
Type of Injury/Illness  
Medical costs  
Compensation Cost  
Total Cost  
Number of Cases

- d. Injury/Illness Report for new cases to be paid in each fiscal year (sorted by type of injury or illness)

All active claims will be included

Within agency, report will be sequenced by cause of injury/illness

Report to display following items:

Mission Area/Agency  
Type of Injury/Illness  
Medical costs  
Compensation Cost  
Total Cost  
Number of Cases

- e. Detailed Injury/Illness Report for all cases to be paid

All active claims will be included

Report will be alphabetized by claimant's last name within the fourth organizational level

Compensation, medical and total costs will be totaled at each organizational level.

All force-matched (by charge-back code only) claims will be assigned the organizational code 00, and displayed at the beginning of a Mission Area/Agency report.

Cost data for force-matched claims will be totaled separately, and included in the Mission Area/Agency totals (1<sup>st</sup> Level).

Report to display for each active claim:

Mission Area/Agency  
2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> organizational level  
Claimant's last name, first initial, and SSN.  
DOL case number  
Date of Injury  
DOL Payment Roll  
Medical Cost  
Compensation Cost  
Total Cost  
Agency Chargeback Code  
Narrative  
Case Status  
Number of Payments  
Cause of Injury/Illness  
Type of Injury/Illness  
Rehabilitation Indicator Code  
Adjudication Status Date

a. Unmatched List

Only active claims, which cannot be reconciled by SSN or force-matched by Agency Chargeback Code, will be included.

Report to display:

Agency Chargeback Code  
Claimant's last name, first name, SSN.  
DOL Case Number  
Employing Agency Code  
Address of Claimant

b. Long term claims to be paid

All active claims that have been on the DOL Periodic role for 6 months or more (based on adjudication status date) are included.

Report to display:

Number of Long-Term claims by Mission Area/Agency  
Associated Compensation, Medical Costs and Total Costs  
Total Agency Compensation, medical and total costs.

c. Annual (4<sup>th</sup> quarter) report prepared for SHMD

Green book charges to be paid

All active claims will be included

Total cost will be shown at Mission Area/Agency  
Report to display:

Compensation, medical and total cost by Mission Area/Agency level.  
Compensation, medical and total cost for Agency.

i. Quarterly Appeals Decision Report for first and second level appeals of State's decisions. The first level appeal report should include:

Employee name  
Social security number  
Organization number  
Description of organization  
Reason for separation  
Initial State decision (qualified or disqualified)  
Date appeal was filed  
Appeal filed by the employer or the employee Notice of hearing received  
Date of 1<sup>st</sup> level appeal hearing  
Result of 1<sup>st</sup> level appeal decision (qualified or disqualified)  
Charge or credit expected as a result of the appeal Percentage of cases won and lost

The second level appeals report should include:

Date 2<sup>nd</sup> level appeal filed  
Appeal filed by the employee or the employer  
Date 2<sup>nd</sup> level hearing or oral/written review is scheduled .  
Result of 2<sup>nd</sup> level appeal (qualified or disqualified) Charge or credit expected as a result of the appeal, Percentage of cases won and lost.

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Within five (5) calendar days of each Worker's Compensation case receiving a State's decision on "qualified" or "not qualified," the contractor will send the case's Worker's Compensation Program Manager an email citing the employee's name and SSN, the issue being decided and the states decision in terms of qualified or not qualified.

**PROPER INVOICE PROCEDURES:**

Invoices shall be submitted in an original and two (2) copies to the Government office designated in each individual delivery order issued.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name of business concern, invoice number and invoice date.
2. Contract number or other authorization for delivery of property or services.
3. Description, price, and quantity of property and services actually delivered or rendered.
4. Shipping and payment terms.
5. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

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

1. The contractor **MUST** submit separate bills to each participating agency quarterly.
2. Each bill **MUST** provide the following details:
  - a. Itemized charge by line items, including the number of separations, claims processed, etc.
  - b. Agencies must be able to verify charged amounts using their quarterly Unemployment Compensation Activity Reports provided by the contractor.

## SECTION #3

### CONTRACT CLAUSES

#### 52.212-1 Instructions to Offerors-Commercial Items.

Instructions to Offerors-Commercial Items  
(Oct 2003)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) *Late submissions, modifications, revisions, and withdrawals of offers.*
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

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

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

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

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

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

GSA Suite 470 Washington, DC 20407	Federal East	Supply L'Enfant	Service (202)	Specifications Plaza,	Section 8100 SW 619-8925
Telephone Facsimile (202) 619-8978.					

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

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

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

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.)

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

### **52.212-3 Offeror Representations and Certifications-Commercial Items.**

Offeror Representations and Certifications-Commercial Items (June 2003)

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

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

"Forced or indentured child labor" means all work or service-

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: 43-0894768 \_\_\_\_\_.

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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the 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): NOT APPLICABLE

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

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

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

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

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

(i) It  has developed and has on file,  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: NOT APPLICABLE

Line Item No.	Country of Origin

*[List as necessary]*

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

(g)(1) *Buy American Act-North American Free Trade Agreement-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-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-North American Free Trade Agreement-Israeli Trade Act."

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

NAFTA Country or Israeli End Products: NOT APPLICABLE

Line Item No.	Country of Origin

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-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: NOT APPLICABLE

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-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products: NOT APPLICABLE

Line Item No.

*[List as necessary]*

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002)*. 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-North American Free Trade Agreement-Israeli Trade Act":

Canadian or Israeli End Products: NOT APPLICABLE

Line Item No.	Country of Origin

--	--

[List as necessary]

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

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

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

Other End Products: NOT APPLICABLE

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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (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 products*. NOT APPLICABLE

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.

(End of provision)

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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 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.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address  is,  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**52.212-4 Contract Terms and Conditions-Commercial Items.**

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 reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, 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

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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.

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(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;

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41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

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

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

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

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

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

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

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

(End of clause)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.**

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 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 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 (JULY 2005) (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 Set-Aside (June 2003) (15 U.S.C. 644).
  - (ii) Alternate I (Oct 1995) of 52.219-6.
  - (iii) Alternate II (Mar 2004) of 52.219-6.
- (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 (July 2005) (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 (SEPT 2005) (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).

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\_\_ (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.

\_\_ (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 (MAR 2005) (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. App. 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 (July 2005) (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.*).

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X (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 (July 2005), 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. App. 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)

## 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.

REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

**52.216-1 Type of Contract.**

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **REQUIREMENTS** contract resulting from this solicitation.

(End of provision)

**52.216-18 Ordering.**

ORDERING (OCT 1995)

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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **MARCH 1, 2006** through **SEPTEMBER 30, 2006**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**52.216-19 Order Limitations.**

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **2000 Reviews**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of **50,000 Reviews**;

(2) Any order for a combination of items in excess of **500,000 Reviews** ; or

(3) A series of orders from the same ordering office within **(7)** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **(7)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.217-8 Option to Extend Services.**

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 **30 DAYS**.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract.**

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of clause)

**52.216-21 Requirements.**

REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **SEPTEMBER 30, 2006**.

(End of clause)

**52.219-9 Small Business Subcontracting Plan.**

SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2005)

(a) This clause does not apply to small business concerns.

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

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

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"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and

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Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

- (A) Whether small business concerns were solicited and, if not, why not;

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- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

**52.232-18 Availability of Funds.**

AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

**52.236-7 Permits and Responsibilities.**

PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

**52.252-2 Clauses Incorporated by Reference.**

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**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):

([www.arnet.gov](http://www.arnet.gov))

**AGAR 452.211-5 Period of Performance.**

**PERIOD OF PERFORMANCE (FEB 1988)**

The base period of performance of this contract is from, **March 1, 2006 through September 30, 2006.**

**Option Period 1: 10/01/2006 through 9/30/2007**

**Option Period 2: 10/01/2007 through 9/30/2008**

**Option Period 3: 10/01/2008 through 9/30/2009**

**Option Period 4: 10/1/2009 through 9/30/2010**

(End of Clause)

**CONFIDENTIALITY OF INFORMATION (FEB 1988)**

(a) Confidential information, as used in this clause, means --

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45-day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

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(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

(End of Clause)

**AGAR 452.215-73 Post award Conference**

**POST AWARD CONFERENCE (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 15 days after the date of contract award. The conference will be held at: **EXACT LOCATION, DATE AND TIME WILL BE IDENTIFIED AT THE TIME OF AWARD.**

(End of Clause)

**AGAR 452.216-73 Minimum and Maximum Contract Amounts.**

**MINIMUM AND MAXIMUM CONTRACT AMOUNTS (FEB 1988)**

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of **\*2000 reviews**. The amount of all orders shall not exceed **\*500,000 reviews**.

(End of Clause)

**NOTE: Reference Section # 1(Schedule of Supplies/Services)**

**THE ACTIONS TAKEN IN PROCESSING LINE ITEMS 01, 02 AND 03 ARE CONSIDERED REVIEWS.**

(End of Clause)

**AGAR 452.237-74 Key Personnel.**

**KEY PERSONNEL (FEB 1988)**

(a) The Contractor shall assign to this contract the following key personnel:

**Unemployment Compensation Project/Contract Manager – MARCUS BUCKLEY**

**Appeals/Hearing Representative(s)- JILL MAYER**

**Claims Processor (s)-LATOYA JACKSON, GLENNEICE RODGERS**

**Workers' Compensation Specialist (s)- LISA ROGERS**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

**SECTION #4**  
**TECHNICAL EXHIBITS**

**Technical Exhibit 1**  
**Unemployment Compensation Program**  
**Performance Requirements Summary**

1. Performance Requirement Summary
  - 1.1 The Government will monitor the contractors performance as it relates to Verification of Employment, Claims & Appeals Administration, Cost Administration and Management Reports
2. Government Quality Assurance
  - 2.1 The Government will evaluate the contractor's performance using 100% inspection and the contractor's Quality Assurance System (Plan)
3. Performance Evaluation
  - 3.1 Performance of the service will be evaluated to determine whether or not it meets the performance requirements of the contract. When the performance requirement is not met, verbal notification with a written Deficiency Report will be issued to the contractor by the COTR. The contractor shall respond to the performance issue in writing to the Contracting Officer with a copy to the COTR within three (3) calendar days for the Deficiency Report.
4. Contractor Payment
  - 4.1 For service that meets the performance requirement, the contractor shall be paid the total amount agreed at contract award.
  - 4.2 If performance of a service fails to meet the performance requirement by one hundred percent inspection, the Government will assess performance deficiencies as per the Performance Requirement Table (PRT) as specified.

**Technical Exhibit 2**

**Unemployment Compensation Program**  
**Quality Standards**

Quality Standards

The contractor shall be responsible for maintaining quality standards as described in the Performance Requirements Summary and the Performance Requirement Table, Technical Exhibit 3.

**Technical Exhibit 3**  
**Unemployment Compensation Program**  
**Performance Requirement Table (PRT)**

Performance Requirement Table (PRT)

The contractor shall be responsible for maintaining the performance requirements as described elsewhere in the solicitation and as identified in the following table:

Task Performance Indicators	Standard	Failure to meet Standard	Assessed Deduction(s)
Verification of Employment	Must file receipt of Verification of Employment inquiries (Form ES-931) in accordance with State time limitations	When Form ES-931 is not filed in accordance with State time limitations	\$150.00 per calendar day that the appeal was missed and any related damages caused by the failure to file the appeal
Claims & Appeals Administration	When Government decides to appeal a claim, Contractor must file the appeal(s) in accordance with the Designated State time limitations	When appeal is not filed in accordance with State time limitations	\$150.00 per calendar day that the appeal was missed and any related damages caused by the failure to file the appeal
Representation Throughout Appeals Process	When Government decides to appeal a claim, Contractor must provide adequate representation throughout the appeal process as designated the State Employment Office	When contractor does not provide representation throughout the appeal process	\$150.00 per calendar day that the appeal was missed and any related damages caused by the failure to file the appeal.
Cost Management	Discrepancies in State Agency Detailed Reports must be reported to the Government management program within 15 calendar days after receipt of the State Agency Report	When Contractor does not report discrepancies to the Government management program within 15 calendar days after receipt of the State Agency Report. This report is identified under	\$100.00 per quarter when Standard is not met.

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		"Management Reports" section (a.2.8.C.5)	
Reports - Appeals	Within five calendar days of every state decision the contractor will send a email to the case's program manager informing the program manager of the employee name, SSN, issue at hand and the decision.	If Contractor does not report decision to the proper program manager within five (5) calendar days.	\$50.00 per incident when the standard is not met and documented.
Reports - Appeals	Provide a detailed report within fifteen (15) days of every quarter based on the fiscal year on all first and second level appeal decisions.	If Contractor does not provide detailed appeals report decision to each proper program manager within (15) fifteen calendar days.	\$100.00 per Quarter when the standard is not met and documented.

**Technical Exhibit 4**  
**Unemployment Compensation Program**  
**Training/Annual Workshops**

Training/Annual Workshops: Location: To be designated by the Agency

Subline Item No.	Course Title	Number of Attendees	Scheduled*	Charge Per Student	Total Charges**
A.2.7 A	Procedures for day-to-day unemployment compensation management	15 ea.	30 sessions to be mutually agreed upon	\$100 – 1 hour workshop	In person: \$2,250 (travel expenses and materials)
A.2.7 B 1	Cost of unemployment Claims	15 ea.	30 sessions to be mutually agreed upon	\$100 – 1 hour workshop	In person: \$2,250 (travel expenses and materials)
A.2.7 B 2	Hiring Practices	15 ea.	30 sessions to be mutually agreed upon	\$100 – 1 hour workshop	In person: \$2,250 (travel expenses and materials)
A.2.7 B 3	Part-time employment	15 ea.	30 sessions to be mutually agreed upon	\$100 – 1 hour workshop	In person: \$2,250 (travel expenses and materials)
A.2.7 B 4	Use of probationary periods	15 ea.	30 sessions to be mutually agreed upon	\$100 – 1 hour workshop	In person: \$2,250 (travel expenses and materials)
A.2.7 B 5	Separation terminology	15 ea.	30 sessions to be mutually agreed upon	\$100 – 1 hour workshop	In person: \$2,250 (travel expenses and materials)
A.2.7 B 6	Proper Documentation	15 ea.	30 sessions to be	\$100 – 1 hour	In person: \$2,250

			mutually agreed upon	workshop	(travel expenses and materials)
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\* When the course will begin and the estimated number of sessions

\*\* Total charges for the course, including all course related materials. Enter NO CHARGE or N/C if the training will be given at no cost to the government.

TALX also has a web-based training solution – TALX Learning Solutions. The web-based solution covers most of these requested topics. With an estimate of 450 users, which is the estimated number of students identified above, the cost would be an annual fee \$70.00 per user for unlimited use and access to the content.