

February 10, 2004

Subject: Request for Proposals No. 2004R_001
Office of Justice Program (OJP) Control Desk

Dear Potential OJP Control Desk Vendor:

The Office of Justice Programs' (OJP) Acquisition Management Division (AMD) is pleased to issue this request for proposal (RFP) for the OJP Control Desk requirement. The RFP is issued as a 100 per cent small business set-aside and is limited to small businesses located within a 50-mile radius of Washington, D.C. 20531. The applicable North American Industry Classification System (NAICS) code is 561110, Office Administrative Services, and the size standard is \$6,000,000.00.

OJP will host a pre-proposal conference on February 23, 2004, from 9:00 a.m. to 12 Noon, in the Video Conference Room on the third floor at OJP. During the pre-proposal conference, the vendors will be allowed to ask questions regarding the RFP; and there will be a 30-minute walk-through of the current control desk operations. Because of space limitations, only two representatives from each vendor will be allowed to attend the pre-proposal conference and walk-through. Please e-mail the undersigned with the names of the individuals who will be attending the pre-proposal conference by 3:00 p.m. on February 19, 2004.

The solicitation consists of Sections A - M, plus the attachments in Section J. Please pay particular attention to the following:

- Section B, Schedule for Supplies or Services and Price/Costs;
- Section C, Performance Work Statement;
- Section L, Instructions, Conditions, and Notices to Offerors; and
- Section M, Evaluation Factors for Award.

If you have any questions beyond simple clarifications, you must submit them in writing via e-mail to "ray@ojp.usdoj.gov" not later than 3:00 p.m., February 19, 2004. The closing date for receipt of proposals will be March 12, 2004, at 3:00 p.m. local time. Proposals should be marked on the exterior package with the solicitation number and delivered to the following address:

Office of Justice Programs
Acquisition Management Division
Mail Room B300
810 Seventh Street, N.W.
Washington, D.C. 20531
Attn.: Raymond C. German
Contracting Officer

We thank you for your interest in this procurement.

Sincerely,

Raymond C. German
Senior Contracting Officer

OLICITATION, OFFER AND AWARD

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

RATING

Page

1 of 98

2. CONTRACT NUMBER	3. SOLICITATION NUMBER 20048 001	4. TYPE OF SOLICITATION C3SEALED BID (IFB) @NEGOTIATED (RFP)	5. DATE ISSUED 2/10/2004	6. REQUISITION/PURCHASE NUMBER
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ISSUED BY CODE A MID
 Acquisition Management Division
 Department of Justice
 Office of Justice Programs
 7th Street, N.W., Room 3612
 Washington, DC 20531
 Tel: (202) 305-3071 ext FAX: (202) 307-0086 ext

E. ADDRESS OFFER TO (if other than item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

• SOLICITATION

Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the city of Washington, D.C. on 2/10/2004 at 10:00 AM local time.

OFFICE: 810 Seventh Street, N.W., Wash., D.C. Until 3:00 AM local time

(Hour) (Date)

ATTENTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. AB offers are subject to all terms and conditions contained in this solicitation.

FOR INFORMATION	A. NAME Raymond C. German	B. TELEPHONE (NO COLLECT CALLS) CODE NUMBER FACT. 202 307-0813	C. E-MAIL ADDRESS
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SEC. DESCRIPTION PAGES)		(X) SEC. DESCRIPTION PAGES)	
PART I - THE SCHEDULE		PART B - CONTRACT CLAUSES	
A	SOLICITATION/CONTRACT FORM	X1	CONTRACT CLAUSES 1-53
B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART B1 - LIST OF DOCUMENTS; EXHIBITS AND OTHER ATTACH.
C	DESCRIPTION/SPECS./WORK STATEMENT	3	X J LIST OF ATTACHMENTS 60
D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS
E	INSPECTION AND ACCEPTANCE	3	X K OF OFFERORS, AND OTHER
F	DELIVERIES OR PERFORMANCE	3	
G	CONTRACT ADMINISTRATION DATA	3	X L REPRESENTATIONS, INSTRS., CONDS., AND NOTICES TO OFFERORS
H	SPECIAL CONTRACT REQUIREMENTS	4	X M EVALUATION FACTORS FOR AWARD

NOTE: Form 72 does not apply if the solicitation includes its provisions at 52.214-16. Minimum Bid Acceptance period is 10 calendar days (60 calendar days unless a different period is specified).

By submitting an offer, the offeror agrees that the offer is accepted within the time specified in the schedule.

Offeror must deliver to the offeror from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set forth in the schedule, delivered at the designated point(s), within the time specified in the schedule.

DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14. NAME AND ADDRESS OF OFFEROR	15. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (type or print)	17. SIGNATURE	18. OFFER DATE
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19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () Q 41. U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
ADMINISTERED BY (other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE
NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or an Standard Form 26, or by other authorized official written notice.

SF-33

Section B - Schedule of Supplies or Services and Pricing

“OJP Control Desk”

Base Year - Office of the Comptroller, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated <u>Hours</u>	Hourly <u>Rate</u>	Extended <u>Price</u>
0001	Project Manager	1,100	\$	\$
0002	Asst. Project Manager (1)	1,900	\$	\$
0003	General Clerk IV (1.5)	2,880	\$	\$
0004	General Clerk III (5)	9,600	\$	\$
0005	General Clerk II (9)	17,280	\$	\$
0006	General Clerk I (4)	<u>7,680</u>	\$	\$ _____
Total		40,440		\$

Base Year - Office of Communications, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated <u>Hours</u>	Hourly <u>Rate</u>	Extended <u>Price</u>
0001	Project Manager	20	\$	\$
0002	Asst. Project Manager	20	\$	\$
0003	General Clerk IV (1.5)	<u>2,880</u>	\$	\$ _____
Total		2,920		\$

Base Year - Community Oriented Policing Services (COPS)

<u>CLIN</u>	<u>Labor Category</u>	Estimated <u>Hours</u>	Hourly <u>Rate</u>	Extended <u>Price</u>
0001	Project Manager	800	\$	\$
0002	Asst. Project Manager (1)	1,920	\$	\$
0003	General Clerk IV (0)	00	\$	\$
0004	General Clerk III (3)	5,760	\$	\$
0005	General Clerk II (5)	<u>9,600</u>	\$	\$ _____
Total		18,080		\$

Base Year Overtime Pool (to be used by the three offices)

<u>CLIN</u>	<u>Labor Category</u>	Estimated			Hourly	Extended	
		OJP	COPS	Estimated <u>Hours</u>		<u>Rate</u>	<u>Price</u>
0003A	General Clerk IV	100		100	\$	\$	
0004A	General Clerk III	567	100	667	\$	\$	
0005A	General Clerk II	550	250	800	\$	\$	
0006A	General Clerk I	513	0	<u>513</u>	\$	\$ _____	

Total 2,080 \$

Base Year Grand Total: \$

See Notes on Page 7.

Section B - Schedule of Supplies or Services and Pricing

“OJP Control Desk”

Option Year 1 - Office of the Comptroller, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated <u>Hours</u>	Hourly <u>Rate</u>	Extended <u>Price</u>
1001	Project Manager	1,100	\$	\$
1002	Asst. Project Manager (1)	1,900	\$	\$
1003	General Clerk IV (2.5)	4,800	\$	\$
1004	General Clerk III (6)	11,520	\$	\$
1005	General Clerk II (9)	17,280	\$	\$
1006	General Clerk I (2)	<u>3,840</u>	\$	\$ _____
Total		40,440		\$

Option Year 1 - Office of Communications, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated <u>Hours</u>	Hourly <u>Rate</u>	Extended <u>Price</u>
1001	Project Manager	20	\$	\$
1002	Asst. Project Manager	20	\$	\$
1003	General Clerk IV (1.5)	<u>2,880</u>	\$	\$ _____
Total		2,920		\$

Option Year 1 - Community Oriented Policing Services (COPS)

<u>CLIN</u>	<u>Labor Category</u>	Estimated <u>Hours</u>	Hourly <u>Rate</u>	Extended <u>Price</u>
1001	Project Manager	800	\$	\$
1002	Asst. Project Manager (1)	1,920	\$	\$
1003	General Clerk IV (1)	1,920	\$	\$
1004	General Clerk III (4)	7,680	\$	\$
1005	General Clerk II (3)	<u>5,760</u>	\$	\$ _____
Total		18,080		\$

Option Year 1 Overtime Pool (to be used by the three offices)

<u>CLIN</u>	<u>Labor Category</u>	Estimated			Hourly	Extended	
		OJP	COPS	Estimated <u>Hours</u>		<u>Rate</u>	<u>Price</u>
1003A	General Clerk IV	100		100	\$	\$	

1004A	General Clerk III	567	100	667	\$	\$
1005A	General Clerk II	550	250	800	\$	\$
1006A	General Clerk I	513	0	<u>513</u>	\$	\$ _____
	Total			2,080		\$

Option Year 1 Total: \$

See Notes on Page 7.

Section B - Schedule of Supplies or Services and Pricing

“OJP Control Desk”

Option Year 2 - Office of the Comptroller, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated	Hourly	Extended
		<u>Hours</u>	<u>Rate</u>	<u>Price</u>
2001	Project Manager	1,100	\$	\$
2002	Asst. Project Manager (1)	1,900	\$	\$
2003	General Clerk IV (2.5)	4,800	\$	\$
2004	General Clerk III (7)	13,440	\$	\$
2005	General Clerk II (8)	15,360	\$	\$
2006	General Clerk I (2)	<u>3,840</u>	\$	\$ _____
Total		40,440		\$

Option Year 2 - Office of Communications, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated	Hourly	Extended
		<u>Hours</u>	<u>Rate</u>	<u>Price</u>
2001	Project Manager	20	\$	\$
2002	Asst. Project Manager	20	\$	\$
2003	General Clerk IV (1.5)	<u>2,880</u>	\$	\$ _____
Total		2,920		\$

Option Year 2 - Community Oriented Policing Services (COPS)

<u>CLIN</u>	<u>Labor Category</u>	Estimated	Hourly	Extended
		<u>Hours</u>	<u>Rate</u>	<u>Price</u>
2001	Project Manager	800	\$	\$
2002	Asst. Project Manager (1)	1,920	\$	\$
2003	General Clerk IV (1)	1,920	\$	\$
2004	General Clerk III (4)	7,680	\$	\$
2005	General Clerk II (3)	<u>5,760</u>	\$	\$ _____
Total		18,080		\$

Option Year 2 Overtime Pool (to be used by the three offices)

<u>CLIN</u>	<u>Labor Category</u>	Estimated			Hourly	Extended	
		OJP	COPS	Estimated Hours		Rate	Price
2003A	General Clerk IV	100		100	\$	\$	
2004A	General Clerk III	567	100	667	\$	\$	
2005A	General Clerk II	550	250	800	\$	\$	
2006A	General Clerk I	513	0	<u>513</u>	\$	\$	_____
	Total			2,080		\$	

Option Year 2 Total: \$

See Notes on Page 7.

Section B - Schedule of Supplies or Services and Pricing

“OJP Control Desk”

Option Year 3 - Office of the Comptroller, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated		Hourly	Extended	
		Hours	Rate		Price	
3001	Project Manager	1,100		\$	\$	
3002	Asst. Project Manager (1)	1,900		\$	\$	
3003	General Clerk IV (2.5)	4,800		\$	\$	
3004	General Clerk III (7)	13,440		\$	\$	
3005	General Clerk II (8)	15,360		\$	\$	
3006	General Clerk I (2)	<u>3,840</u>		\$	\$	_____
	Total	40,440			\$	

Option Year 3 - Office of Communications, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated		Hourly	Extended	
		Hours	Rate		Price	
3001	Project Manager	20		\$	\$	
3002	Asst. Project Manager	20		\$	\$	
3003	General Clerk IV (1.5)	<u>2,880</u>		\$	\$	_____
	Total	2,920			\$	

Option Year 3 - Community Oriented Policing Services (COPS)

<u>CLIN</u>	<u>Labor Category</u>	Estimated		Hourly	Extended	
		Hours	Rate		Price	
3001	Project Manager	800		\$	\$	
3002	Asst. Project Manager (1)	1,920		\$	\$	
3003	General Clerk IV (1)	1,920		\$	\$	
3004	General Clerk III (4)	7,680		\$	\$	

3005	General Clerk II (3)	<u>5,760</u>	\$	\$ _____
Total		18,080		\$

Option Year 3 Overtime Pool (to be used by the three offices)

<u>CLIN</u>	<u>Labor Category</u>	Estimated			Hourly	Extended
		OJP	COPS	Estimated Hours		
3003A	General Clerk IV	100		100	\$	\$
3004A	General Clerk III	567	100	667	\$	\$
3005A	General Clerk II	550	250	800	\$	\$
3006A	General Clerk I	513	0	<u>513</u>	\$	\$ _____
	Total			2,080		\$

Option Year 3 Total: \$

See Notes on Page 7.

Section B - Schedule of Supplies or Services and Pricing

“OJP Control Desk”

Option Year 4 - Office of the Comptroller, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated	Hourly	Extended
		Hours	Rate	Price
4001	Project Manager	1,100	\$	\$
4002	Asst. Project Manager (1)	1,900	\$	\$
4003	General Clerk IV (2.5)	4,800	\$	\$
4004	General Clerk III (7)	13,440	\$	\$
4005	General Clerk II (8)	15,360	\$	\$
4006	General Clerk I (2)	<u>3,840</u>	\$	\$ _____
Total		40,440		\$

Option Year 4 - Office of Communications, Office of Justice Programs

<u>CLIN</u>	<u>Labor Category</u>	Estimated	Hourly	Extended
		Hours	Rate	Price
4001	Project Manager	20	\$	\$
4002	Asst. Project Manager	20	\$	\$
4003	General Clerk IV (1.5)	<u>2,880</u>	\$	\$ _____
Total		2,920		\$

Option Year 4 - Community Oriented Policing Services (COPS)

<u>CLIN</u>	<u>Labor Category</u>	Estimated	Hourly	Extended
		Hours	Rate	Price

4001	Project Manager	800		\$	\$
4002	Asst. Project Manager (1)	1,920		\$	\$
4003	General Clerk IV (1)	1,920		\$	\$
4004	General Clerk III (4)	7,680		\$	\$
4005	General Clerk II (3)	<u>5,760</u>		\$	\$ _____
Total		18,080			\$

Option Year 4 Pool (to be used by the three offices)

<u>CLIN</u>	<u>Labor Category</u>	Estimated			Hourly	Extended
		OJP	COPS	Estimated		
			<u>Hours</u>	<u>Hours</u>	<u>Rate</u>	<u>Price</u>
4003A	General Clerk IV	100		100	\$	\$
4004A	General Clerk III	567	100	667	\$	\$
4005A	General Clerk II	550	250	800	\$	\$
4006A	General Clerk I	513	0	<u>513</u>	\$	\$ _____
	Total			2,080		\$

Option Year 4 Grand Total: \$

5-Year Grand Total: \$

See Notes on Page 7.

Notes:

- Note 1. See Item G.12.0, "Suggested Minimum Labor Category Chart," Page 24 of 99.
- Note 2. A single Project Manager will be responsible for all three segments of the control desk functions, during the five-year period. OJP and OCOM will share the same Assistant Project Manager. A separate Assistant Project Manager will be assigned to COPS.
- Note 3. For OCOM, the one-and-one-half General Clerk IV positions must have word processing skills.
- Note 4. For OJP, the one-half General Clerk IV position will serve as both a receptionist to the OJP Control Desk and as back up support to OCOM and must have word processing skills.
- Note 5. At least one of the General Clerk IV positions for OJP must have basic accounting or bookkeeping skills.
- Note 6. For OJP, the seven General Clerk (levels III and II) positions must have basic accounting or bookkeeping skills.
- Note 7. OJP allows for the potential promotions of the General Clerks IVs, IIIs, and IIs during Option Years 1 and 2. In Option Years 3 and 4, the hours equal those in Option Year 2.
- Note 8. COPS allows for the potential promotions of the General Clerks IVs, IIIs, and IIs during Option Year 1. In Option Years 2, 3, and 4, the hours equal those in Option Year 1.
- Note 9. In the overtime pool, OJP and OCOM will share the hours projected for OJP. The number of projected hours for COPS will remain separate.

General Note:

1. The above listed labor categories and cumulative estimated hours are the Government's best estimate of total services that may be required for all tasks combined for a 12-month period. Offerors are free to propose the labor categories and level of effort necessary to coincide with the offerors' methodology for meeting the requirements of the performance work statement. However, any changes in labor categories and increases or decreases in the estimated level of effort should be fully justified in a narrative. Also, offerors that propose different labor categories should provide a narrative that cross-references the proposed labor categories to the labor categories that are contained in Section B.
2. Staff hired and assigned to this project may not be cross-utilized or "borrowed" for other vendor projects at other agencies without the OJP's COTR's concurrence.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**Office of the Comptroller
"OJP Control Desk"
Request for Proposal Number 2004R_001**

INDEX

- C.1.0 STATUTORY AUTHORIZATION AND MISSION
- C.2.0 BACKGROUND
- C.3.0 SCOPE OF WORK
- C.4.0 QUALITY CONTROL
- C.5.0 QUALITY ASSURANCE
- C.6.0 PERFORMANCE EVALUATION
- C.7.0 HOURS OF OPERATION
- C.8.0 SPECIFIC TASKS (including the QUALITY ASSURANCE SURVEILLANCE PLAN AND PERFORMANCE REQUIREMENTS AND STANDARDS SUMMARY)
- C.9.0 DIRECTION AND COORDINATION
- C.10.0 TASK ORDERS
- C.11.0 WORK PLANS
- C.12.0 PERSONNEL RESPONSIBILITIES AND QUALIFICATIONS

C.13.0 ADMINISTRATION AND MANAGEMENT
C.14.0 PHASE-IN AND PHASE-OUT PROVISIONS

C.1.0 STATUTORY AUTHORIZATION AND MISSION

The Office of the Comptroller (OC), within the Office of Justice Programs (OJP), was established pursuant to 42 USC 3712 (a)(5) and 42 USC 3788(a). The office provides fiscal services to component organizations of the Office of Justice Programs.

C.2.0 BACKGROUND

OC provides policy guidance, control, and support services to the program offices and bureaus of OJP and to the Office of Community Oriented Policing Services (COPS) in accounting and financial management of grants. OC provides technical assistance to OJP and COPS grantees, financial monitoring of grantees, and audit tracking and audit resolution. OC is also responsible for disbursement of award payments to grantees, as well as payments to vendors/contractors who provide supplies and services to OJP. OC has been delegated the responsibility for updating data processing systems to support OJP grant management programs. These data processing systems are collectively known as the Program Accountability Library (PAL). Support activities involve update of existing computer databases, processing of award documents, control and monitoring of document flow, and file maintenance.

To provide support services, "Control Desks" (CD) have been established to administer the paper flow of the source documents and records and to control these documents until they are sent to the National Archives and Records Center. The Contractor shall operate an OJP Control Desk and a COPS Control Desk to provide these services. A CD Reception Desk accepts incoming documents for processing and assists personnel with requests for files, documents, and other information relating to their work. Requests may be received by phone, fax, email, or by walk-in. These services support record management activities such as data entry, processing of documents, and maintenance of official files relating to grants, contracts, audits and other administrative records.

Also, the Contractor shall provide support services for the OJP Office of Communications (OCOM). These services include oral and written contact with Federal, State, and local Congressional and Government offices concerning the processing and status of award programs. This OCOM support complements the OJP Control Desk in the processing of awards from approval to mail-out.

C.3.0 SCOPE OF WORK

OJP is an ever-changing organization with new grant and award programs. Applications and required documents had been processed in the form of paper filings. New information technology has been implemented to begin the gradual process of moving toward a

paperless environment. It is incumbent upon the contractor to develop innovative methods to keep pace with the new programs and operational changes in order to adjust workload processes as the changes occur.

This Statement of Work outlines the requirements to be followed in the operation of a Control Desk (or Desks).

C.4.0 QUALITY CONTROL

The Contractor shall implement the Quality Control Plan, which was included in its technical proposal, that contains at a minimum, the items listed in Section C.8.9, QUALITY ASSURANCE SURVEILLANCE PLAN AND PERFORMANCE REQUIREMENTS AND STANDARDS SUMMARY. The plan shall include:

- a. A description of a quality control inspection system (QC) to cover all services listed in the QUALITY ASSURANCE SURVEILLANCE PLAN AND PERFORMANCE REQUIREMENTS AND STANDARDS SUMMARY. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors.
- b. A description of the methods to be used for identifying and preventing defects in the quality of services performed.
- c. A description of the records to be kept to document inspections and corrective or preventive actions taken.
- d. The records of inspections shall be kept and made available to the Contracting Officer, and or the Contracting Officer's Technical Representative (COTR), when requested, throughout the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

C.5.0 QUALITY ASSURANCE

According to the Inspection of Service clause, the Government will evaluate the Contractor's performance under this contract. The COTR or designees will follow the methods of review and inspection specified in this contract. Government personnel will record observations and will discuss with the contract manager or representative. Both the COTR and the contract manager will initial the record of observation to acknowledge that they are aware of the observations and will note corrective actions taken where needed.

C.6.0 PERFORMANCE EVALUATION

The Government will survey the Contractor's performance against the performance requirements

specified in Section C.8 of this contract. For information on the evaluation process, see Section C.8.9, QUALITY ASSURANCE SURVEILLANCE PLAN AND PERFORMANCE REQUIREMENTS AND STANDARDS SUMMARY.

The Contracting Officer may require the Contractor to meet with the Contracting Officer, contract administrator, COTR, and other Government personnel as needed necessary. The Contractor may request a meeting with the Contracting Officer when he or she believes such a meeting is necessary.

C.7.0 HOURS OF OPERATION

The Contractor shall insure on-site supervision at all times during standard and overtime shifts. The standard core schedule for the Contractor to perform the OJP Control Desk services required under this contract are Monday through Friday, from 7:30 a.m. to 5:30 p.m. (Eastern Time). The Contractor is encouraged to establish and use alternate work schedules to permit staff shifts to meet the schedule. The Contractor may establish a standard work shift schedule to begin not earlier than 6:00 a.m. and to end not later than 6:00 P.M. The standard work shift plan shall be established at the beginning of this contract. Once established, any change to the plan must be approved by the COTR prior to implementation.

Support for OCOM must be provided from 9:00 a.m. to 5:30 p.m. (Eastern time), Monday through Friday. The Contractor staff that is assigned to OCOM must be able to shift work schedules on short notice when needed to meet workload demands.

The Contractor shall periodically be required to have staff work mandatory overtime during peak work times to insure that work is timely and accurately processed. Such overtime would be performed during the work week, or on Saturday, Sunday, or holidays.

C.8.0 SPECIFIC TASKS

The Government has provided estimated levels of effort to complete the tasks. As the workload requirements change, or as new processing initiatives are implemented, the Government reserves the right to increase or decrease the number of hours for each labor category. If the need for services changes, the Government will authorize the Contractor to increase or decrease the number of personnel hours to meet these needs through the use of an appropriate modification. The Contractor shall, at a minimum, provide OJP with the following goods and services:

C.8.1 TASK 1 - OPERATION OF OJP CONTROL DESK

Performance Objective: The OJP Control Desk shall be operated by the Contractor for the purpose of providing support to OJP in the processing of documents in support of OJP awards, entry and update of information in OJP-supported systems, file maintenance, and in other administrative processes that support the award function.

Performance Measures:

- Prompt and accurate processing of documents;
- Handling of requests and inquiries;
- Hours of operation; and
- Staff knowledge and performance.

Performance Standards:

- Documents must be processed within 24-hours of receipt with at least 98% accuracy.
- Requests and inquiries must be processed within four-hours from receipt.
- Knowledgeable staff must be available at Reception Desk at all times during hours of operation as described in C.1.5.
- All staff must be cross-trained and available to perform functions necessary to provide the basic receptionist, data entry, and file retrieval functions.
- All staff are expected to perform tasks in an expeditious, accurate, and professional manner. Periodic mandatory overtime should be performed during peak workload times.

C.8.2 TASK 2 - RECEIVING AND DISTRIBUTING MAIL

Performance Objective: Mail is delivered at least twice daily from the OJP Mail Room.

Mail shall be opened, recorded, and distributed to the appropriate person in a timely fashion.

Performance Measures:

- Mail opening, recording and distribution.

Performance Standards:

- All mail shall be opened, recorded, and distributed within one-hour of receipt.

C.8.3. TASK 3 - MAINTENANCE OF THE OFFICIAL GRANT FILES

Performance Objective: Maintain the Application File (both discretionary and formula awards) and the Official Grant File in an up-to-date manner.

Performance Measures:

- Accurate maintenance of files in the file room and
- Closed files sent to storage.

Performance Standards:

- All new material and removed material shall be filed within two-days of receipt.
- Filing shall be at least 98% accurate.
- Keep accurate determination of files eligible for storage.
- Proper boxing, labeling and arranging for transfer of all files eligible for storage.
- Timely updating of PAL records for files closed and sent to storage. Complete each quarter.

C.8.4 Task 4 - CONTROL OF APPLICATION / GRANT ACTIVITIES

The Contractor shall be responsible for the following processing activities that relate to the OJP Grant Award Cycle. Processing includes operations such as extracting information from documents analyzing documents, distribution and routing of documents, assigning number designator, and calling offices to obtain additional information.

C.8.4.A Performance Objective: Complete basic pre-award processing and routing. Basic processing includes the following:

- Processing a new or initial application;
- Routing initial application documents for Budget/Financial review;
- Processing the results of the initial review and final clearance (when applicable);
- Processing a rejected or withdrawn application (when applicable);
- Processing the initial and final Redbooks for Categorical/Discretionary Grants;
- Processing the final greybook for Formula/Block Grants;
- Distributing the award documents; and
- Processing the award acceptance.

Performance Measures:

- Record new or initial application.
- Completeness of application paperwork.
- Entry of application into automated tracking system.
- Completion of transmittal forms.
- Forwarding of application transmittal forms to Financial Services Branch.

Performance Standards:

- Date stamp all applications within two-hours of receipt;
- Accuracy of application data entered must be at least 98%.
- Application data entered within four-hours of receipt of application.
- Forward transmittal forms within four-hours of receipt of application.
- Accuracy in filing of folders must be at least 98%.
- Timely distribution of copies.

C.8.4.B Performance Objective: Distributing the Award Documents and Processing the Award Acceptance.

Performance Measures:

- mail award notification and
- internal mail distribution.

Performance Standards:

- Notification to appropriate officials is accomplished within one day of award acceptance.
- Accuracy in updating automated systems must be at least 98%.
- Forward transmittal forms within four-hours of award.
- Filing shall be at least 98% accurate.
- Timely internal distribution.

C.8.4.C Performance Objectives: Process Contracts and Interagency Agreements (IAA's).

Performance Measures:

- Transform contract and IAA numbers into Control Desk system numbers.
- Data entered into automated system.

Performance Standards:

- Transformation of contract and IAA numbers shall be accomplished within one (1) day of receipt of contract or IAA.
- Accuracy of data being entered into system must be at least 98%.

C.8.4.D Performance Objective: Process Grant Adjustment Notices (GANS) and update additional GAN data.

Performance Measures:

- GAN recording.
- Entry of GAN into automated system.
- Distribution of copies.

Performance Standards:

- Data stamp all GANs upon receipt and enter into system within one-day of receipt.
- Accuracy of data being entered into system must be at least 98%.
- Timely distribution of copies.

C.8.4.E Performance Objective: Process Re-award (A Re-award is a deobligation of funds from one monitoring agency within a State and reobligated to another agency within that same State).

Performance Measures:

- Mail out and distribute re-awards.
- Forwarding transmittal form to financial analyst.
- Enter Re-award information into log book.
- Entry of Re-award data into automated system.

Performance Standards:

- Each Re-award shall be mailed and distributed within four-hours of award.
- Forward transmittal forms within four-hours of Re-award.
- Accuracy in logging information must be at least 98%.
- Accuracy in entering Re-award data into automated system must be at least 98%.

C.8.4.F Performance Objective: Complete post-award processing. Post-award processing includes:

- Date stamp all documents upon receipt;
- Update SF 269 Log within one-day of receipt;
- Update/process SF 269 data within three-days of receipt;
- Update progress report Log within one-day of receipt.
- Process data for new awards (new grants, contracts, IAAs, cooperative agreements or supplements); and
- Grant closeout processing.

Performance Measures:

- Accurate copying/reproducing of forms.
- Completeness of processing forms.
- Distribution of forms to appropriate personnel.
- Accurate maintenance of official files.
- Timeliness of data entries.
- Entry of data into automated system.

Performance Standards:

- All information shall be filed at least 98% accurately.
- Copying/Xeroxing shall be at least 98% accurate.
- Distribution of copies shall be made within four-hours of processing forms.
- Accuracy in entering information into the automated system must be at least 98%.
- Forms shall be processed within four-hours of receipt of the respective form.
- All material must be filed at least 98% accurately.

C.8.5 TASK 5 - FILE MAINTENANCE AND DATA ENTRY OF APPLICATION FILES

Performance Objective: The Contractor shall extract, code, and key the required data from grant applications, supporting documents, and award documents upon completion of related processing. The Contractor shall maintain the accompanying databases.

Performance Measures:

- Extracting, coding and keying data.
- Maintaining databases.
- Researching address information and updating corrections.

Performance Standards:

- Documents must be completed and entered into the system within 24-hours of receipt;
- Accuracy in entering data into systems must be at least 98%.
- Accuracy in maintaining up to date information in systems must be at least 98%.
- Utilize high level of oral (by phone) and written (by email) communications when contacting grantees for address information.

C.8.6 TASK 6 - SUPPORT SERVICES FOR OCOM

Performance Objective: The Contractor shall assign 1.5 full time equivalent staff to the OJP Control Desk contract to support administrative functions associated with Congressional and Public notification of grant awards, and related duties as described below. One full time (40 hours per week) staff member will work on-site within OCOM on a daily basis. The remaining .5 equivalent staff will be made available through a backup arrangement with designated OJP Control Desk staff as needed.

Performance Measures:

- Prepares and types grant memoranda for the signature of the OCOM Director.
- Processes final award/grant notices (electronically or in paper format). Process includes:
 - determine/assign award date;
 - determine/select appropriate Members of Congress to be notified;
 - produce paper copy of project summary page;
 - Scan copy for merger of summary document with notification letter/memo/ or notice in OCOM;
 - fax or other system;
 - disseminate notifications to Members of Congress, State/Local officials, US Attorneys and others of grant awards; and
 - advise bureaus/offices when OCOM notifications are complete.
- Produces grant call-out sheets.

- Produces grant roll-out charts.

Performance Standards:

- Updates and maintains databases which include, but are not limited to:
 - maintains information concerning notifications,
 - maintains OJP State Administering Agency lists on website, and
 - maintains list of US Attorneys via contacts with Executive Office of US Attorneys.
- Assists in other administrative support duties as assigned, including backup for answering telephone calls and processing/distributing routine correspondence.
- All typed material shall be proofread to achieve at least 98% accuracy.
- All work must meet or exceed expected deadlines as assigned.
- Utilizes highest level of oral (by phone) and written (by letter or email) communication skills to perform OCOM duties.

C.8.7 TASK 7 - OPERATION OF COPS' CONTROL DESK

Performance objective: In addition to the OJP Control Desk, Contractor shall operate a similar but separate Control Desk for COPS (located at 1100 Vermont Avenue., N. W., Washington, D.C.). The Contractor shall be responsible for:

- Maintenance of the COPS Office official grant files.
- Control of Application/Grant activities that relate to the COPS grant award cycle.
- Basic and special handling pre-award processing.
- Processing a new or initial application.
- Routing initial application documents for Budget/Financial review.
- Processing the results of the initial review (when applicable).
- Processing the results of the final clearance (when applicable).
- Processing post-award documents.

Performance Measures:

- Handling of queries.
- Hours of operation.
- Staff knowledge.
- Accurate maintenance of files.
- Closed files sent to storage.
- Record new or initial application.
- Award and post-award documents shall be processed within four-hours of receipt of applications.
- Completion of transmittal forms.
- Generation of application and vendor numbers.

Performance Standards:

- Verbal queries shall be responded to within 15-minutes or referred to the appropriate government representatives.
- Staff must be available at all times to receive requests for ad hoc reports. The Office shall be staffed at all times with individuals knowledgeable in all of the hardware and software referenced in Section C, Attachment II and be knowledgeable with the OJP grant process.
- Hours of operation shall be between 7:30 a.m. and 6:00 p.m., Monday through Friday.
- Filing shall be at least 98% accurate.
- All new material and removed material shall be filed within two-days of receipt.
- Keep accurate determination of files eligible for storage.
- Proper boxing, labeling and arranging for transfer of all files eligible for storage.
- Timely updating of PAL record for files closed and sent to storage. Completed at end of each quarter.
- Date stamp all applications within two-hours of receipt.
- Accuracy of application data entered must be at least 98%.
- Application data entered within four-hours of receipt of application.
- Forward transmittal forms within four-hours of receipt of application.
- Accuracy in filing of folders must be at least 98%.
- Timely distribution of copies.
- Accurate assignment of application and vendor numbers.

C.8.8 Task 8 - DOCUMENTATION

Performance Objectives: The Contractor will be provided with a procedural manual and/or other written documentation to use as a guide to performing the routine operations of the Control Desks. The Contractor shall subsequently update and maintain user and technical documentation on all aspects of the operation of the Control Desks.

Performance Measures:

- Update and maintenance of procedural documentation.
- Detail data entry procedures, including screen shots and explanations of their purpose.

Performance Standards:

- Clear, current, and accurate documentation shall be maintained at all times.
- Manual, and periodic updates, will be provided to all Control Desk staff.
- Updated manual will be provided to and discussed with COTR for review on a quarterly basis.

C.8.9 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) AND PERFORMANCE REQUIREMENTS AND STANDARDS SUMMARY.

<i>Tasks</i>	<i>Performance Objectives</i>	<i>Performance Standards</i>	<i>Maximum Acceptable Quality Level (AQL = max. error rate)</i>	<i>Monitoring Method</i>
Task 1- Operations of OJP Control Desk (Item C.8.1)	- Prompt and accurate processing of documents. - Staff knowledge and performance.	- Documents must be processed within 24-hours after receipt. -Requests & inquiries processes within 4 hours from receipt.	98 % successful, or max. error rate of 2%.	100% monitoring of monthly reports and periodic sampling of work.
Task 2 - Receiving and Distrib-uting Mail (Item C.8.2)	Mail opening, recording, and distributing.	Mail must be opened, recorded, and distributed within one-hour of receipt.	98 % successful, or max. error rate of 2%.	Sampling of work and customer feedback
Task 3 - Maint. of Official Grant files (Item C.8.3)	-accurate maint. of grant files -closed files stored.	-Material must be filed within 2-days. -Proper boxing & labeling.- Timely records updates.	98 % successful, or max. error rate of 2%.	Sampling of work and customer feedback
Task 4 - Control of Application/Grant Activities (Item C.8.4.A)	-Pre-award processing of applications.	-Date stamp all applications within 2-hours of receipt. -Enter all appl. within 4-hours of receipt. -Forward transmittal forms within 4-hours of receipt of application.	98 % successful, or max. error rate of 2%.	Sampling of work and customer feedback
Task 4 - Control of Application/Grant Activities (Item C.8.4.B)	-Distributing award documents and Processing the Awards	-Mail notifications within 1-day. -Forward transmittal forms within 4-hours of receipt of application.	98 % successful, or max. error rate of 2%.	Sampling of work and customer feedback
Task 4- Control of Application/Grant Activities (Item C.8.4.C)	-Process Contracts & IAAs numbers within one-day of receipt.	-Transform contract and IAA number.	98 % successful, or max. error rate of 2%.	Sampling of work and customer feedback

Task 4 - Control of Application/Grant act., (Item C.8.4.D)	Process Grant Adjustment Notices (GANS) & update GANS data	-Date stamp all GAN & enter into system within 1-day of receipt.	98 % successful, or max. error rate of 2%	Sampling of work and customer feedback
Task 4 - Control of Application/Grant act., (Item C.8.4.E)	Process Re-awards	-distribute re-awards within 4-hours of receipt. -logging re-award. - entering re-awards into automated system	98 % successful, or max. error rate of 2%	Sampling of work and customer feedback
Task 4 - Control of Application/Grant act., (Item C.8.4.F)	Complete post-award processing	-File all documents. -process forms within 4-hours of receipt. -Distribute forms within 4 hours of processing.	98 % successful, or max. error rate of 2%	Sampling of work and customer feedback
Task 5 - File Maintenance & Data Entry of Applications (Item C.8.5)	Code & key data from grants applications and awards	-Complete and enter documents into system within 24-hours of receipt.	98 % successful, or max. error rate of 2%	Sampling of work and customer feedback
Task 6 - Support Services for OCOM (Item C.8.6)	-Staff Control Desk. – support administrative functions associated with Congressional and Public notification of grant awards, and related duties.	-Prepares grant memos. - Process awards. - Conducts post-award activities. Updates and maintains databases.- Distrib-uting copies & processing forms. All work must meet deadlines as assigned.	98 % successful, or max. error rate of 2%	100% monitoring of monthly reports and periodic sampling of work.
Task 7 - Operations of COPS' Control Desk. (Item C.8.7)	-Staff Control Desk. –Grant support including issuance of solicitations, reviewing and awarding grants, notifications, and filing.	-Prepares grant memos. - process awards. - conducts post-award activities. updates databases. - respond to quires & date stamp applications within 15-min. - enter applications & forward trans-mittals within 4 hours. file material within 2-days.	98 % successful, or max. error rate of 2%	100% monitoring of monthly reports and periodic sampling of work.

Tasks 1 - 7, OC Control Desk Maximum Monthly Deduction				
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C.8.9.A QUALITY ASSURANCE SURVEILLANCE PLAN

The Control Desk contract will incorporate Quality Assurance Surveillance Plan which specifies measurement standards for Control Desk work operations and provides for a direct mechanism by which to measure work performance. (See Item C.8.9 above.)

C.8.9.B PERFORMANCE EVALUATION MEETINGS

The Contractor’s Project Manager (PM) may be required to meet with the COTR, with Government procurement officials, and with other Government personnel when necessary to discuss technical or administrative issues. The Contractor may request such a meeting, if necessary. The Contractor shall prepare and provide written minutes of any such meeting to the COTR for his or her signature. If the COTR does not concur with any portion of the minutes, notice of such non-concurrence shall be provided to the Contractor’s PM and contracts representatives within five calendar days following receipt of the minutes. The Contractor shall acknowledge or resolve all disputes and resubmit the minutes to the COTR within five business days of receipt of the non-concurrence.

C.8.9.C PERFORMANCE QUALITY EVALUATION

Task quality level will be assessed by the COTR based on a yes - no evaluation of completed tasks and sub-tasks, using compliance with the PERFORMANCE REQUIREMENTS AND STANDARDS SUMMARY as specified above in Item C.8.9.

C.8.9.D PERFORMANCE DEDUCTIONS

Deductions for unacceptable performance may be calculated by the COTR based on actual damages to the Government if services cannot be corrected by the Contractor. The deduction amount will be deducted from the most current invoice following the evaluation period.

C.8.9.E EVALUATION PERIOD

The evaluation period shall be each three- month period following the implementation of the OJP Control Desk contract.

C.9.0 DIRECTION AND COORDINATION

The Contractor shall be required to perform all of the tasks outlined above with the issuance of a formal task order. However, the Contractor shall be given clearly defined special assignments within each of the required areas as defined in Section C.8.0. The assignments may be given orally or in writing. The Contractor shall perform the assignment and report to the COTR whenever more information is needed, a problem exists, or time is available for additional assignments.

For the issuance of special assignments within tasks, the COTR will assign, when required, a completion date and, where applicable, a statement of the priority of the assignment.

Immediately after receipt of the task order, the Contractor shall begin to perform the services and/or the CO.

Within two-days after receipt of a special assignment, the Contractor shall submit to the COTR a work plan for special assignments that will exceed 30 working days to complete. The work plan shall provide an outline of the Contractor's technical approach to perform the assigned tasks. The Contractor shall not submit work plans for small, simple assignments of less than 30 days in duration, unless requested by the COTR.

C.10.0 TASK ORDERS

Once this contract has been established and initiated, all subsequent requests for work not specified in this contract shall be accomplished through the issuance of Task Orders by the Contracting Officer. The Task Orders will, at a minimum, describe the types of activities that are planned for a given period of time. If additional technical direction is needed, it will be provided through the COTR by issuance of written Work Orders with specific requirements.

In instances where urgency requires the issuance of a verbal Work Order, the COTR will submit a written Work Order within 48-hours of the verbal Work Order. The Contractor shall not accept assignments from anyone other than the COTR or Contracting Officer. To do so would result in an unauthorized action, and any costs incurred would be deemed unallowable.

C.11.0 WORK PLANS

Additional technical direction will be provided by the COTR within the scope of each Task Order issued under this contract. The Contractor will receive and analyze a Work Order provided by the COTR for a specific project when requested by the COTR. The Contractor will submit a Work Plan within 10 days after receipt of the Work Order unless the nature of the assignment requires a quicker response. The Work Plan shall contain, at a minimum, the following items of information:

1. Title.
2. Work Order number.
3. Proposed approach.
4. Task schedule for completion.
5. Total estimated cost for the project, including labor and other direct costs.
6. Any other information as may be requested by the COTR.

The COTR shall review the Work Plan for approval or disapproval. Approval of the Work Plan shall be construed not as a complete check, but as an indication that the plan is adequate and that the specific methods and approach are satisfactory. Approval or disapproval will be made by the COTR within 5 days after receipt. Approval by the COTR is required in the event a Work Plan needs to be canceled or revised or a new project added because of changes in the Work Order.

It is recognized that certain technical assistance requirements or other tasks will not require the development of a detailed Work Plan. In such cases, the COTR will issue a memorandum or letter directing the Contractor to perform the required technical assistance or other task. If a request is communicated verbally, a written confirmation will be issued within 48-hours.

C.12.0 PERSONNEL RESPONSIBILITIES AND QUALIFICATIONS

The following sets sub-items set forth the minimum general qualifications of the Contractor's employees.

- a. **Security Requirements:** All Contractor personnel shall obtain and maintain a security clearance from OJP. Clearance for staff assigned to the COPS Control Desk will be initiated by COPS. Clearance for staff assigned to OJP will be initiated by the OJP Office of the Comptroller, and processed through the Office of Administration, OJP. Access to OJP facilities will not be authorized until clearance has been processed and approved. (See Security Requirements in Item H.12 of Section I.)
- b. **Citizenship Requirements:** Under Department of Justice policy, non-US citizens shall not be authorized access to or assist in the development, operation, management, or maintenance of Department information technology (IT) systems. Since all of the work associated with this contract requires access to IT systems, all Contractor personnel associated with this contract must be US citizens.
- c. **Overtime Requirement:** Due to infrequent workload peak periods, Contractor personnel will periodically be asked to participate in mandatory overtime sessions to meet workload demands. Generally, a minimum of 24 hours advance notice will be given to personnel for these sessions.
- d. **Location of Contract Staff:** Staff assigned to the OJP Control Desk and OCOM will work in

space provided by OJP, currently located at 810 Seventh Street, N.W., Washington, D.C. 20530. Staff assigned to the COPS Control Desk will work in space provided by COPS at 1100 Vermont Avenue, N.W., Washington, D.C. 20423. The Government reserves the right to negotiate an off-site location agreement with the Contractor in the future date.

e. **Basic Skill Requirements:** The following sets forth the minimum skill requirements and qualifications for the specific services which will be required to perform task orders that will be issued under this contract.

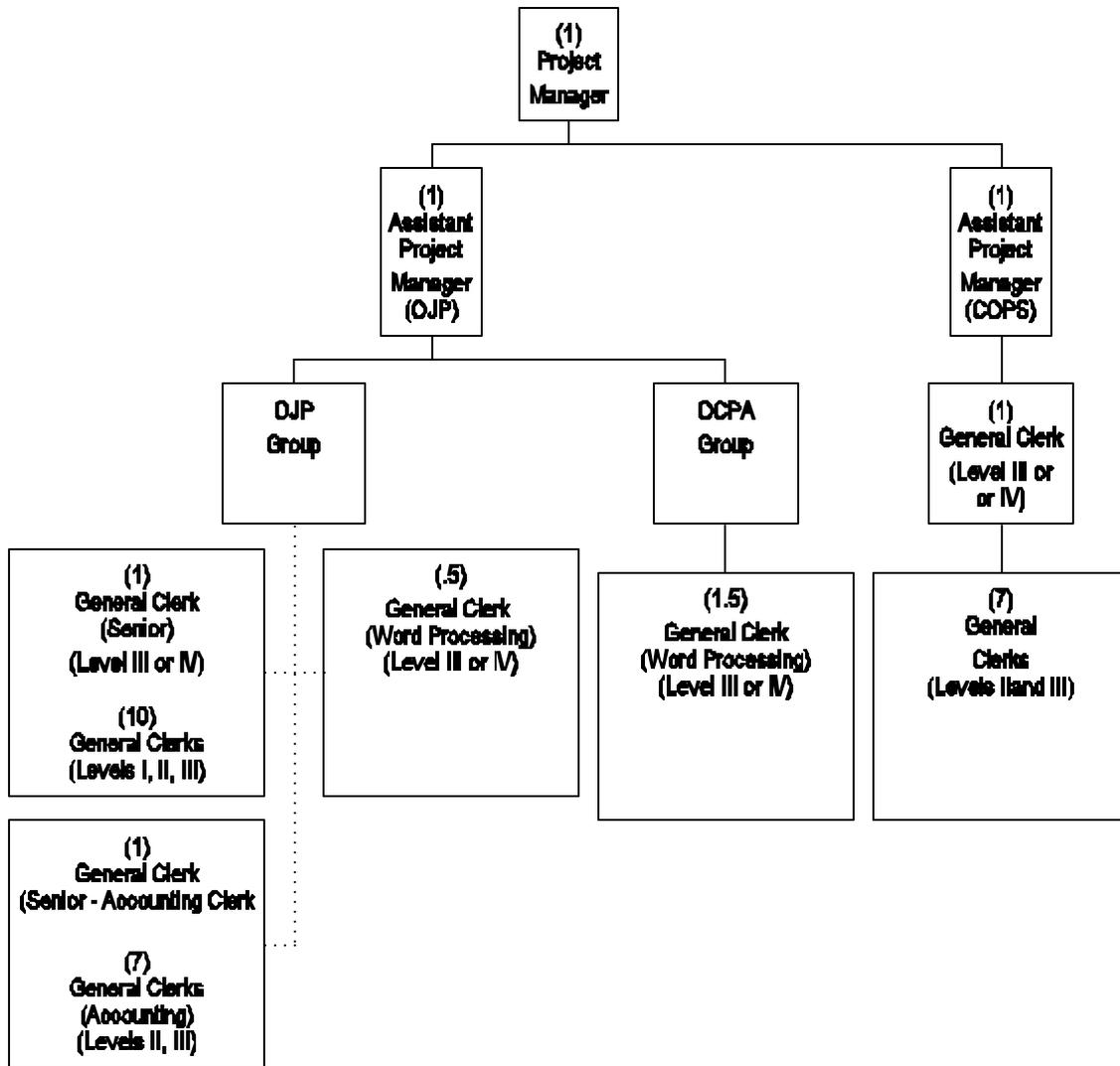
f. **OJP Software / Databases.** Experience in use of the following systems software (or equivalent) is required for Control Desk staff:

- **Word processing:** WordPerfect 8.0
WordPerfect 10.0
Microsoft Windows XP
- **Spreadsheets:** Excel 2002
- **PC Based Database:** Microsoft Access
- **Email:** Outlook 2002
- **Network Databases:** Any which require user to enter data on pre-formatted screens.*

*Most data entry activities will be completed using a series of pre-formatted screens designed specifically for use by the Office of Justice Programs. The screens are based on Clipper, Oracle, and/or Legacy operating systems. While knowledge of these operating systems is not required, such knowledge would be good to have, wherever possible.

The next page contains a Suggested Minimum Labor Category Chart.

[continued next page]



Suggested Minimum Labor Category Chart

C.12.1 Project Manager (12 position) (CLIN 000)

The Project Manager serves as the corporate liaison to the project. The Project Manager position will be on-site at OJP, and will be responsible exclusively for the management and operations of services to OJP, COPS, and OCOM Control Desk functions. **The position is expected to be available on site for a minimum of a standard 40-hour work week.**

Knowledge required:

Must be able to manage employees and work performed. Must be willing and able to perform any or all of the functions of Control Desk staff. Must have strong oral and written communication skills. Must be able to organize and manage high volume of work on short deadlines. Must be able to effectively handle difficult people and achieve a high level of customer satisfaction. Working knowledge of all Software required.

Education/Experience: Must have B.A. or B.S. or equivalent degree in the Administration of Business, Grants, Finance, Accounting, Records Management, or relevant field, plus 4 years of professional experience directly relating the supervision of staff in the fields noted above. The degree can be substituted by a total of 8 years of professional experience in supervising staff in fields directly related to those noted above.

C.12.2 Assistant Project Manager (2 positions) (CLIN 0002)

The Assistant Project Managers will be responsible for direct supervision of the day-to-day activities of the staff assigned to their respective Control Desks. The Assistant Project Manager, along with the Project Manager, will be responsible for staff performance and for ensuring that workload demands are met, and that a high level of accuracy is maintained. Must be able to perform the duties of the Project Manager in the absence of the Project Manager.

Knowledge required: Same as Project Manager.

Education/Experience: Must have B.A. or B.S. or equivalent degree in the Administration of Business, Grants, Finance, Accounting, Records Management, or relevant field, plus 2 years of professional experience directly relating the supervision of staff in the fields noted above. The degree can be substituted by a total of 6 years of professional experience in supervising staff in fields directly related to those noted above.

C.12.3 General Clerks (29 positions)

General Clerk positions will be responsible for performing the daily work for the project. General Clerks will be responsible for mail and document processing, data entry, filing, and records management. Some Clerks (as specified) will be assigned to these and additional responsibilities which will require additional specific specialties. In addition to the General Clerks, the project will require Clerks with Word Processing skills, and Clerks with Accounting or Financial training. NOTE: Mandatory overtime may be required for peak work times, and all Clerks will be required to periodically work during weekends or to shift their regular work schedule during the work week.

Knowledge Required: All Clerks must be able to receive, sort, and process mail and other documents received. Must have ability to recognize source documents and associate them with appropriate programs. Must use judgment in interpreting and applying an extensive body of general procedures for processing work. All Clerks will participate in data entry, which requires previous knowledge of the use of a personal computer (PC) and ability to use keyboard, mouse, and basic functions. Must maintain accuracy in performing repetitive work where speed and accuracy are of prime importance. Must perform quality control/proofreading of their work. Clerks will participate in filing, which requires bending, reaching, and lifting up to 25 pounds.

Additional specific requirements include:

General Clerk Word Processing positions will be responsible for General Clerk duties, and will perform duties which require strong oral and written communication skills. These duties include preparing written email messages, memoranda, letters, and other written material, as well as speaking with staff, senior level, and outside individuals (public and Congressional staff members).

Knowledge Required: Strong oral and written communication skills. Ability to proofread and perform quality control review of completed work. Ability to fully utilize functions of Word Processing systems (WordPerfect 8.0, 10.0, Windows XP, or equivalent). Ability to utilize FAX and copier equipment.

General Clerk Accounting Positions who will be responsible for processing grant documents and documents relating to the financial aspects of grant processing. They will be responsible for entry of data into the Integrated Financial Management System (IFMIS). Data includes obligation of funds, financial reporting data, among other information. Will participate in processing documents related to financial aspects of payments at any stage from the beginning of the obligation through close out, as assigned.

Knowledge Required: Must have successfully completed formal training in basic Accounting, Bookkeeping, or other financial area. Must have demonstrated previous work experience.

The levels of knowledge, education, and experience will differentiate the level of the clerks as illustrated below.

C.12.3.A General Clerk IV - (between 2 and 5 positions) (CLIN 0003)

The General Clerk IV positions will be lead or senior positions assigned to handle complex assignments (special projects), to provide quality control review of work performed by subordinates, and to assist in the supervision or performance of day-to-day operations of specific areas. NOTE: Entry level to these positions may begin at General Clerk III. Specifically, General Clerk IV assignments will be to:

OCOM Support (1.5 Word Processing Clerk positions)

COPS Control Desk (1 General Clerk III or IV position)

OJP Control Desk:

.5 Word Processing Clerk for Reception Desk

1 General Clerk for Control Desk Group

1 Accounting Clerk for Accounting Group

Education/Experience: Basic requirement for Clerks: Must have a high school diploma, plus a minimum of 4 years experience directly related to the type of work tasked to this project; or a minimum of an A.A. degree from an accredited College in a related field plus 3 years work experience directly related to the type of work tasked to this project.

Basic Clerk requirement is modified for Accounting Clerks who must have a minimum of 12 credit hours of formal training in Accounting, Bookkeeping, or Finance with at least 3 years of their work experience in the Accounting, Bookkeeping, or Finance field.

Basic Clerk requirement is modified for Word Processing Clerks who must demonstrate that their work experience includes use of strong oral and written communication skills, as well as regular use of word processing equipment (such as WordPerfect 8.0, 10.0, Windows XP, or equivalent).

C.12.3.B General Clerk III (between 8 and 11 positions) (CLIN 0004)

The General Clerk III positions will be assigned to handle complex assignments (special projects), to assist in providing quality control review of their work, as well as work performed by others, and to perform their day-to-day operations with a high level of accuracy and professionalism, with a minimal amount of supervision.

Education/Experience: Basic requirement for Clerks: Must have a high school diploma, plus a minimum of 3 years experience directly related to the type of work tasked to this project; or a minimum of an A.A. degree from an accredited College in a related field plus 2 years work experience directly related to the type of work tasked to this project.

Basic Clerk requirement is modified for Accounting Clerks who must have a minimum of 9 credit hours of formal training in Accounting, Bookkeeping, or Finance with at least 2 years of their work experience in the Accounting, Bookkeeping, or Finance field.

Basic Clerk requirement is modified for Word Processing Clerks who must demonstrate that their work experience includes use of strong oral and written communication skills, as well as regular use of word processing equipment (such as WordPerfect 8.0, 10.0, Windows XP, or equivalent).

C.12.3.C General Clerk II (between 11 and 14 positions) (CLIN 0005)

The General Clerk II positions will be assigned to handle routine assignments. Will be expected to perform their day-to-day operations with a high level of accuracy and professionalism, with some supervision.

Education/Experience: Basic requirement for Clerks: Must have a high school diploma, plus a minimum of 2 years experience directly related to the type of work tasked to this project; or a minimum of an A.A. degree from an accredited College in a related field plus 1 years work experience directly related to the type of work tasked to this project.

Basic Clerk requirement is modified for Accounting Clerks who must have a minimum of 6 credit hours of formal training in Accounting, Bookkeeping, or Finance with at least 1 years of their work experience in the Accounting, Bookkeeping, or Finance field.

Basic Clerk requirement is modified for Word Processing Clerks who must demonstrate that their work experience includes use of strong oral and written communication skills, as well as regular use of word processing equipment (such as WordPerfect 8.0, 10.0, Windows XP, or equivalent).

C.12.3.D General Clerk I (Between 2 and 4 positions) (CLIN 0006)

The General Clerk I positions will be assigned to handle basic routine assignments. Will be expected to perform their day-to-day operations with a high level of accuracy and professionalism. Employees at the Clerk I level will require regular supervision, and may be partnered with a more experienced higher level staff member for training and review purposes..

Education/Experience: Basic requirement for Clerks: Must have a high school diploma, plus a minimum of 1 year experience directly related to the type of work tasked to this project; or a minimum of an A.A. degree from an accredited College in a related field.

Basic Clerk requirement is modified for Accounting Clerks who must have a minimum of 6 credit hours of formal training in Accounting, Bookkeeping, or Finance. Word Processing Clerks will not

be hired at the Clerk I level.

C.12.4. Summary Table of Education/Experience and Experience/substitutions.

Labor Category	Education/Experience	Experience/Substitutions
Project Manager	B.A. or B.S. degree + 4-years experience	8-years experience for the B.A. or B.S. degree
Asst. Project Manager	B.A. or B.S. degree + 2-years experience	6-years experience for the B.A. or B.S. degree
General Clerk IV*	High School diploma + 4-years experience	A.A. degree + 3-years experience
General Clerk III*	High School diploma + 3-years experience	A.A. degree + 2-years experience
Labor Category	Education/Experience	Experience/Substitutions
General Clerk II*	High School diploma + 2-years experience	A.A. degree + 1-years experience
General Clerk I*	High School diploma + 1-years experience	A.A. degree in related fields.

*Note: Clerks assigned to word processing and accounting duties will require specialized training / experience as explained above in Item 3.

C.12.5 KEY PERSONNEL

Key personnel are the Project Director and the Assistant Project Director under this contract. Individuals hired for Key positions shall be placed in a probationary status for 90-days by the Contractor before permanent assignment as manager, supervisor, or lead. Because these employees are essential for successful Contractor accomplishment of the work to be performed, retention of these probationary individuals as key personnel after the 90-day period is subject to COTR approval.

C.13.0 ADMINISTRATION AND MANAGEMENT

The Contractor shall assign one managerial or supervisory position to the contract who will be responsible for supervision and management of the staff and work performed under this contract. The position will be assigned exclusively to this contract on a full time basis (i.e., not less than 40 hours per week). The position shall be directly responsible for responding to and resolving to the satisfaction of

the Contracting Officer and/or the COTR all complex technical, administrative, management, or contractual issues. The position will be located on-site with the OJP Control Desk, but will also be responsible for overall management of all operations covered by this contract, including the OJP Control Desk, the COPS Control Desk, and OCOM support services.

The Contractor shall provide experienced staff who will manage/supervise the work on a continuing basis. The Contractor shall develop procedures and reports that will enable the COTR and the Contractor to monitor closely the provision of services and costs to ensure the timely completion of activities within budget, and shall provide production reports that specify work volume and actions completed on a weekly and a monthly basis.

The Contractor shall perform all activities supporting this contract in an accurate, complete, and timely manner. This will require a high degree of resourcefulness and exercise of sound judgement. Contractor personnel are responsible for carrying out the activities independently.

The COTR shall be the first contact point for any questions, difficulties, or problems that arise related to tasks and or contract issues. The Contractor shall make suggestions, both formal and informal, to the COTR for improved procedures to ensure the successful completion of operations. Changes to standard operating procedures which will be provided to Contractor at initiation of contract, must be approved by the COTR prior to implementation.

C.14.0 PHASE-IN AND PHASE-OUT PROVISIONS

The Contractor's shall be responsible for developing a phase-in transition plan for providing training and support during the completion on the existing contract for control desk support and the implementation of the follow-on BPA. The plan shall also provide for a smooth transition from this BPA upon its completion to a follow-on BPA/contract. The plan shall include procedures for minimizing the impact on contract performance. The Contractor shall provide a workforce which is fully qualified, capable, and willing to perform all work required under this contract, beginning with the phase-in period and ending at close of business on the contract completion date.

The Government will arrange for and provide initial training during the phase-in period. The Contractor shall be responsible for training of any subsequently hired staff.

The phase-in plan provided by the Contractor shall describe actions, plans, and procedures to ensure: (1) a smooth transition from the contract start date to full operational status; (2) retention of trained staff during operational status and the term of the contract; (3) a smooth transition from current contract period of performance by a different contractor in a follow-on period; and (4) provisions for completion of Contractor responsibilities in the event of a contract termination proceeding.

C.14.1 TIME FRAMES FOR PHASE-IN AND PHASE-OUT REQUIREMENTS

The “contract award” date shall be the date the contract is awarded by OJP. The beginning of the project period of the contract will be established at the time of award. For a new contractor, the phase-in transition period shall be for a period of 30-calendar days prior to the beginning of the project period. The phase-out period shall begin 30-calendar days before the contract expiration date. In the event the contract is terminated, the phase-out period shall begin at the time the Contractor is notified of the termination.

SECTION D - Packaging and Marking

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

SECTION E - Inspection and Acceptance

E.1 52.252- CLAUSES INCORPORATED BY REFERENCE
02

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

Clause	Title	Date
52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001

SECTION F - Deliveries or Performance

F.1 52.252- CLAUSES INCORPORATED BY REFERENCE FEB 1998
02

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.

Clause	Title	Date
52.242-15	Stop Work Order	AUG 1989

F.2 OJP DELIVERABLES MARCH 2001

DELIVERABLES

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

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

[End of Clause]

F.3 OJP NOTICE OF THE GOVERNMENT OF DELAYS MARCH 2001

NOTICE TO THE GOVERNMENT OF DELAYS

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

F.4 OJP PERFORMANCE PERIOD OPTION CONTRACTS MARCH 2001

PERFORMANCE PERIOD

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

F.5 OJP PLACE OF DELIVERY FOB DESTINATION WITHIN CONSIGNEE MARCH 2001
PREMISES

PLACE OF DELIVERY

Delivery shall be F.O.B. destination, within consignee's premises, to the individual referred to in Section G as the Contracting Officer's Technical Representative.

[End of Clause]

F.6 OJP REPORTS MARCH 2001

REPORTS

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

(a) Monthly Technical Progress Reports. A monthly technical progress report shall be submitted in two (2) copies (one copy to the Contracting Officer's Technical Representative (COTR) and one copy to be sent directly to the Contracting Officer) not later than the tenth (10) day of the month following the month being reported. The Monthly Technical Progress Report shall cover the period beginning with the first of the month and continuing through the end of the month, except for the partial period of the months the contract begins and ends. These reports shall be in narrative form and shall cover multiple accounting line items, if necessary; shall cover progress during the reporting period; and shall contain, at a minimum, the following information:

- (1) Progress made to date on the specific work to be accomplished (including statistical data on calls received).
- (2) A summary of the work in progress.
- (3) Problems and difficulties encountered.
- (4) Previous problems and difficulties solved, including delinquent assignments.
- (5) Assistance or guidance required of the COTR or the Contracting Officer.
- (6) Next work scheduled to be undertaken.

A milestone chart shall be prepared for all tasks designated by the COTR including the projected beginning and end dates, for each task. The chart shall be updated for each subsequent monthly report.

(b) Monthly Financial Reports

(1) The Contractor shall furnish a Monthly Financial Report to the COTR and the Contracting Officer (one copy to the COTR and one copy to be sent directly to the Contracting Officer) not later than the tenth (10) day of the month following the month being reported. The Monthly Financial Report shall cover the period beginning with the first of the month and continuing through the end of the month, except for the partial period of the months the contract begins and ends. The financial report shall show "Monthly Expenditures," "Expenditures to Date," and the "Balance Remaining" in the following categories of cost:

Direct labor costs (by labor category, hours, hourly rates, and extended labor costs)

Total

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

(d) Draft Final Contract Report

The Contractor shall submit a Draft Final Contract Report no later than thirty (30) days prior to the contract expiration date. The report shall be submitted in three (3) copies for review and approval by the COTR. The COTR shall review the Draft Final Contract Report and shall furnish his/her comments or approval to the Contractor within 14 days from receipt of the Draft Final Report. The Draft Final Contract Report shall be in narrative form, and shall contain complete documentation and charts, including bibliography of documents used, the identity of other sources of information, and shall bear the name or names of the author(s). The Report shall be prepared in a language that will facilitate communication of the project results to criminal justice agency users. The report shall address:

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

(e) Final Contract Report

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

The following statement shall appear prominently on the title page of the Final Contract Report:

"Prepared for the Department of Justice, Office of Justice Programs, Blank under contract _____."

F.7 OJP REPORTS OF GOVERNMENT PROPERTY

MARCH 2001

REPORTS OF GOVERNMENT PROPERTY

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

[End of Clause]

SECTION G -- Contract Administration Data

G.1 OJP ADVANCE COST UNDERSTANDINGS (TIME AND MATERIAL CONTRACTS)

MARCH 2001

ADVANCE COST UNDERSTANDINGS

(a) Consideration

(1) Reasonable, allowable and allocable time, materials, and other direct costs incurred in the performance of this contract are reimbursable subject to the terms and conditions of this clause and the clause in Section I entitled "Payments Under Time-and-Material and Labor Hour Contracts" in Section I. The subtotals set forth in Section B shall serve as ceilings beyond which the Contractor shall not incur expenditures without the prior written approval of the Contracting Officer. Prior written approval shall take the form of a contract modification.

(2) Direct labor applied to performance of this contract shall be compensated at the fixed composite rates for each labor category, subject to the limitations and other provisions set forth in paragraph (a)(1) of this clause.

(ii) Within the total of direct labor hours, however, the Contractor may apply the hours of direct labor estimated for any labor category to the other labor categories, to the extent that the total of dollars allocated for direct labor is not exceeded.

(3) Parts, materials, and other direct costs shall be reimbursed subject to the limitations and other provisions which appear in paragraphs (a)(1) and (a)(4) of this clause.

(4) Estimated time, materials and other direct costs are set forth in Section B.

(b) Release of Claims After completion of work, and prior to final payment, the Contractor shall furnish to the Contracting Officer, a release of claims against the United States arising out of the contract, other than claims specifically expected from the operation of release. Copies of the required form may be obtained from the Contracting Officer at the address in the clause entitled "Contract Administration" in Section G.

(c) Parts and Materials Parts and materials, other than those covered by (1), (2), and (3) of this paragraph, shall be billed at the Contractor's established catalog or list prices in effect when parts and materials are furnished, less any discount offered. In no event shall such price be in excess of the Contractor's sales price to the most favored customer for the same item in like quantities, or the current market price, whichever is lower. The Government reserves the right to request a parts and materials catalog or price list, which shall contain prices which are not in excess of the Contractor's sales price to his most favored customer for the same item in like quantity, or the current market price, whichever is lower, and such list will become a part of this contract by reference. If (1) the parts or materials are not manufactured by the Contractor, (2) the estimated price of this contract exceeds \$25,000 or (3) the estimated price of parts/materials exceeds twenty percent (20) of the contract price, the parts/materials shall be billed at actual acquisition cost plus handling.

(d) Travel and Transportation

(1) The Contractor shall be reimbursed for actual transportation costs and travel allowances of

contractor employees in accordance with FAR 31.205-46 governing the travel performed directly referable to the Contract. Such transportation costs shall not be reimbursed in an amount greater than the cost of, and time required for coach class commercially scheduled air or ground travel by the most expeditious route unless coach air or ground travel is not available and the Contractor certifies to this fact in the voucher or other documents retained as part of his contract records to support his claim or post-audit. The Contractor shall use government city-pair contract airlines and fares where available. Costs for conferences must be in accordance with OJP's conference management policy. The contractor's failure to comply with OJP's conference management policy will result in the cost being disallowed.

(2) All travel itineraries, not specifically authorized herein, must receive the prior written approval of the Contracting Officer. All requests for approval shall be submitted to the Contracting Officer at the address set forth in the clause entitled "Contract Administration" in Section G.

(3) Assigned tasks requiring travel to on-site locations will be performed consistent with Federal Travel Regulations (e.g., contractors are required to use common carriers to the maximum possible extent and to arrange for accommodations at the site that conform with currently approved per-diem allowances). The use of rental cars will be authorized only when required by the task and only with prior approval of the activity ordering official, or the Contracting Officer's Technical Representative. All expenses for air fare, ground transportation, motel, film and camera shipments, materials shipments, etc. will be reimbursed upon presentation of appropriate vouchers and invoices with each billing statement.

(4) The Contractor shall not be reimbursed for transportation expenses for assigned personnel for local commuting between their homes and place of work.

[End of Clause]

G.2 OJP CONTRACT ADMINISTRATION

MARCH 2001

CONTRACT ADMINISTRATION

(a) This contract will be administered by Raymond C. German, the Contracting Officer.

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

Department of Justice
Office of Justice Programs
Attn:
Acquisition Management Division
810 Seventh Street, Room 3621
Washington, D.C. 20531
Telephone No.: 202.307.0613

[End of Clause]

G.3 OJP CONTRACT COMMUNICATIONS CORRESPONDENCE

MARCH 2001

CONTRACT COMMUNICATIONS/CORRESPONDENCE

The Contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting thereon Contract Number _____.

[End of Clause]

G.4 OJP CONTRACTING OFFICER

MARCH 2001

CONTRACTING OFFICER

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

(b) The Contracting Officer may designate one or more representatives for the purpose of discharging prescribed duties and authorities in the name of the Contracting Officer during the performance of work. The authorities and duties of the representative(s) are delineated in the clause titled "Contracting Officer's Technical Representative (COTR) in Section G.

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

[End of Clause]

G.5 OJP CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

MARCH 2001

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

- (1) Must be issued in writing consistent with the general scope of work set forth in the contract;
- (2) Shall not change the expressed terms, conditions, or specifications incorporated into this contract;

and

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

(c) The COTR does not have the authority to alter the Contractor's obligations under the contract; direct changes that fall within the purview of the clause entitled "Changes" and/or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing and signed.

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

To be Determined (TBD)
U.S. DEPARTMENT OF JUSTICE
Office of Justice Programs
Office of the Comptroller
Washington, D.C. 20531
Telephone No.:

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

[End of Clause]

G.6 OJP METHOD OF PAYMENT

MARCH 2001

METHOD OF PAYMENT

(a) Payments under this contract will be made by the Government by Electronic Funds Transfer (EFT) through the Automated Clearing House (ACH), unless it is determined that other payment methods are more advantageous. If the Contractor declines use of EFT, the Contractor must submit to the Contracting Officer a written statement citing the reasons for such. The Government reserves the right to mandate payment by EFT, if the reasons provided are not acceptable to the Government.

(b) By no later than 14 days before an invoice or contract financing request is submitted, the

Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer utilizing Standard Form (SF) 3881, "Payment Information Form - ACH Vendor Payment System," as directed by the Contracting Officer.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using Electronic Funds Transfer procedures, a revised SF-3881 must be received by the Contracting Officer at least 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor Official authorized to provide it, as well as the Contractor's name and contract number.

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

[End of Clause]

G.7 OJP MODIFICATION AUTHORITY

MARCH 2001

MODIFICATION AUTHORITY

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

[End of Clause]

G.8 OJP ORDERING ACTIVITY

MARCH 2001

ORDERING ACTIVITY

Supplies or services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders issued by the Department of Justice, Office of Justice Programs, Acquisition Management Division, 810 Seventh Street, N.W., Room 3621, Washington, DC 20531.

[End of Clause]

G.9 OJP PAYMENT

MARCH 2001

PAYMENT

(a) The Contractor is authorized to submit monthly invoices for partial reimbursement payments for

services furnished. Invoices or public vouchers shall be identified by contract number and shall be submitted in the original and three (3) copies to the Office of Justice Programs, Accounting Division, 810 Seventh Street, N.W., 5th Floor, Washington, D.C. 20531.

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

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

[End of Clause]

G.10 OJP USE OF ELECTRONIC FUNDS TRANSFER PAYMENT METHOD MARCH 2001

USE OF ELECTRONIC FUNDS TRANSFER PAYMENT METHOD

The primary method of payment under this contract shall be Electronic Funds Transfer, as specified in the clause FAR 52.232-33, entitled Payment by Electronic Funds Transfer - Central Contractor Registry in Section I, and the clause entitled Method of Payment in Section G.

G.11 OJP WITHHOLDING OF PAYMENT MARCH 2001

WITHHOLDING OF PAYMENT

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

[End of Clause]

G.12 OJP ACCESS TO DOJ INFORMATION TECHNOLOGY (IT) SYSTEMS BY NON-U.S. CITIZENS (NEW CONTRACTS) MARCH 2002

The Department of Justice (DOJ) does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]

SECTION H – Special Contract Requirements

H.1 OJP ADMINISTRATIVELY RESTRICTED INFORMATION

MARCH 2001

ADMINISTRATIVELY RESTRICTED INFORMATION

(a) The Contractor shall not publish or otherwise disclose, except to the Government, any information or data obtained hereunder from private individuals, organizations, or public agencies without the written consent of the Contracting Officer.

(b) The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all consultant agreements or subcontracts hereunder with persons or firms who are to perform any part of work under this contract.

[End of Clause]

H.2 OJP CONTRACT TYPE

MARCH 2001

CONTRACT TYPE

This is an indefinite deliver, indefinite quantity type contract, under which task orders will be issued on a labor-hour basis.

[End of Clause]

H.3 OJP DISCLOSURE OF DATA

MARCH 2001

DISCLOSURE OF DATA UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

(a) If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a contract to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with the provision entitled "Use and Disclosure of Proposal Information" in Section L. The Government will, before disclosure, make an administrative determination on a case-by-case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the Act. In making this determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

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

[End of Clause]

FACILITY ACCESS

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

[End of Clause]

INDEMNIFICATION

(a) Responsibility for Government Property

(1) The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage or whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, and subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

(2) If due to the fault, negligent acts (whether by commission or omission) and/or dishonesty of the Contractor or its employees, any Government owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may require the Contractor to make repairs or, if the property is lost or damaged beyond economical repair, to reimburse the Government in an amount determined by the Contracting Officer.

(b) Hold Harmless and Indemnification Agreement. The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions to the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

(c) Government's Right of Recovery. Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction

of or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

[End of Clause]

H.6 OJP INSURANCE

MARCH 2001

INSURANCE

(a) The Contractor shall carry and maintain during the entire period of performance under this contract adequate insurance as follows:

- (1) Workman's Compensation and Employee's Liability Insurance: minimum \$100,000 per incident;
- (2) Automobile General Liability Insurance: minimum of \$200,000 per person, \$500,000 per accident, and \$20,000 property damage; and
- (3) Comprehensive General Liability Insurance: minimum of \$500,000 for bodily injury per occurrence.

(b) Prior to commencement of work hereunder, evidence of the required insurance shall be furnished in a form satisfactory to the Contracting Officer. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than thirty (30) days before such change, expiration, or cancellation is effective.

[End of Clause]

H.7 OJP KEY PERSONNEL--LABOR CATEGORIES

MARCH 2001

KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Office reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer required by this clause.

Names of Key Personnel	No. of Person Hours				
	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
(a) Project Manager					
(b) Asst. Project Mgr.					

NOTICE TO PROCEED

Within ten (10) calendar days after the Government makes a contract award, the Government will furnish to the Contractor personnel security application forms as described in Section H.12. All other forms shall be returned to the Contracting Officer in Section G.2. Upon clearance of contractor personnel and receipt of adequate insurance as required by the clause entitled "Insurance" in Section H, the Contracting Officer will issue a "Notice to Proceed" to start performance.

[End of Clause]

OPTIONS

(a) This contract is renewable, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor prior to but not later than the expiration date of this contract; provided, that the Contracting Officer shall have given preliminary written notice of the government's intention to renew at least 30 before this contract is to expire.

(b) If the Government exercises the options for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any option under this clause, shall not exceed 60 months.

[End of Clause]

PRINTING REQUIREMENTS

All printing to be done of contract documents shall include camera-ready artwork of the OJP seal and identification block (refer to the DOJ Graphics Standards Manual for placement, size and other lay-out specification) which reads as follows:

U.S. Department of Justice
Office of Justice Programs
Blank

[End of Clause]

PRINTING RESTRICTIONS

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

[End of Clause]

H.12 OJP SECURITY REQUIREMENT FOR CONTRACTOR PERSONNEL

MARCH 2001

SECURITY REQUIREMENT FOR CONTRACTOR PERSONNEL

(A) Security Screening and Investigation

THE APPLICABILITY OF THIS REQUIREMENT IS INTENDED FOR THE KEY PERSONNEL OR OTHER PERSONNEL WHO WILL BE WORKING ON SITE AT OJP FACILITIES

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

Any offer of employment of the Office of Justice Programs (OJP) contract should be contingent upon the completion and review by the Contractor's personnel officer of the Standard Form 85P (SF-85P Questionnaire for Public Trust Positions) and eventual receipt of a clearance from OJP. The Contractor is responsible for screening applications for employment and must review all answers of the SF-85P. Specific written statements are required for affirmative answers on the SF-85P to questions 12 (Have you been fired, quit, etc.), 20 (Police record), and 21 (Involvement with dangerous drugs). In addition, all contractor employees sent for security processing must have a letter signed off by the contracting officer indicating the name of the employee, name of the contractor, contract number and the name of the Bureau/Office where the work will be performed. The contractor must also provide the name, phone number and email address of a responsible person at the contractors' office to be contacted regarding the status of the security investigation. The OJP security office will only see applicants on an appointment only basis. Appointments can be made by calling 202-307-0730. Contractors working at the Center for Domestic Preparedness, CDP may have to meet the requirements of the Contractor Employee Reliability Program (CERP) in addition to the security requirements outlined in this clause.

The OJP Security Staff will also initiate a National Agency Check with Written Inquiries (NACI) investigation on all contractor personnel. The intent and purpose of security screening and investigation are to preclude the assignment of any individual who poses a threat to the Government or to successful

contract completion due to past unlawful or inappropriate behavior. The Contractor shall ensure that each prospective contract or subcontract employee furnishes all required data in the form and format determined by OJP's Security Staff or its duly authorized representative. The Contracting Officer will notify the Contractor when investigations are completed and individuals are authorized to begin work under the contract, or are found to be unsuitable for assignment to the contract.

(2) At least thirty (30) days prior to the start of contract performance or as soon as possible after contract award, the successful offeror shall submit to the Contracting Officer the following completed security forms for individuals proposed for work who require badged access:

Form No.	Form Title	No. of Originals	No. of Copies
FD-258	Fingerprint Card	2	-
SF85P	Questionnaire for Public Trust Positions	1	2
OBD-220	Privacy Act Protected Information	1	1
I-9	Employment Eligibility Foreign Born or Foreign Citizen Relatives	1	1

*All copies must bear an original signature

Existing Employees

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

The OJP Security Office may require additional information to adjudicate a contractor employee's background investigation after the employee has received a badge. The contractor is responsible for ensuring that all requests from the OJP Security office are responded to within the requested timeframes. If the requested information is not provided within the required timeframes, the contractor employee's badge will be deactivated and access to the building and IT systems will be revoked. The contractor will be unable to invoice for the period of time that the employee is unable to work.

If a cleared employee is no longer under this contract, the contractor must notify the Contracting Officer immediately with a planned date of departure so that the employee's badge can be turned in. The contractor's failure to follow these instructions may result in the rejection of the contractor's invoice for this labor category.

(3) Security investigations are very costly to the Government. The contractor shall make every effort to preclude any avoidable costs by the Government for security investigations by pre-screening all

applicants in accordance with the guidelines found in paragraph (A)(4) of this clause, and by ensuring that otherwise satisfactory employees who are physically able, with or without reasonable accommodation, to perform the essential job functions, assigned hereunder remain in contract performance for at least one (1) year. The fact that the Government performs security investigations shall not in any manner relieve the Contractor of his responsibility to ensure that all personnel furnished are reliable and of reputable background and sound character. Should a security investigation conducted by the Government render ineligible a Contractor furnished employee, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated his responsibilities to make every effort to select reliable employees of reputable background and sound character. Should there be need to replace a Contractor or subcontractor employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated his responsibilities to select trained and experienced employees.

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

(ii) The Contractor's personnel officer must determine whether the conduct of the person being considered for assignment on OJP contract indicates a potential for behavior which would interfere with, prevent or otherwise impact adversely on (1) the position to be filled by the applicant; (2) the performance of the duties and responsibilities or others on the contract or in the Government; or (3) the ability of the employing agency to effectively carry out its mandated responsibilities. If the Contractor's personnel officer determines that employing an applicant will not promote the efficiency of the OJP contract, the applicant must be disqualified from assignment on the contract.

(B) Suitability Determinations.

The Office of Justice Programs uses several basic factors in making suitability determinations for contract employees. This information is intended as a guide and is not inclusive of all disqualifying situations.

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

(i) Convictions resulting from a serious felony (e.g. murder, rape, armed robbery), regardless of when the conviction occurred.

(ii) Recent felony conviction, notwithstanding the severity of the crime.

(iii) Recent period of incarceration as a result of a felony conviction.

- (iv) Infamous or disgraceful conduct (e.g., bizarre behavior indicating depravity).
- (v) Recent history of drug abuse.
- (vi) Current continuing alcohol abuse.
- (vii) Intentional false statement, deception, fraud in appointment (e.g., altering the condition of discharge on military discharge documents, altering college transcripts, falsely completing the SF-85P and the SF-85-S, etc.).
- (viii) Default on a guaranteed student loan (Default on the student loan without attempt to repay).
- (ix) Non-U.S. citizenship (Non IT Contracts). (Non-legal residents, recent legal residents (i.e. resided in U.S. less than four years), non- U.S. citizens maintaining citizenship in "hostile" countries. This will be reviewed on a case by case basis).
- (x) Non-U.S. citizenship (IT contracts) in accordance with the provisions of DOJ Order 2640.2D dated July 12, 2001.
- (xi) Reasonable doubt of loyalty to the United States (e.g., membership in organizations advocating violence or overthrow of the U.S. government)

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

(i) Recovering alcoholic (Applicant must show a clear and sustained break in the pattern and evidence that the abuse will not occur again -- such as medical care or active participation in a rehabilitation program.)

(ii) Rehabilitated drug user (See Comments in (b)(2)(i))

(iii) Default on a guaranteed student loan or other credit problems (Applicant must be taking steps to repay the defaulted loan and/or to repay all just debts over \$300. Past experience has shown that many applicants have credit problems, which delay the issuance of security clearances. The Contractor is encouraged to utilize resources available (including credit checks) to ensure that applicants fully explain credit/financial problems on their security applications.)

(iv) Delinquency or misconduct in prior employment (The act of conduct that led to the dismissal should be considered, rather than the mere fact of dismissal. Is the applicant reliable and trustworthy? Dismissal for cause from previous Federal Government employment is normally disqualifying.)

(v) Non-U.S. Citizenship on Non-IT contracts (Applicant is a legal U. S. Resident and has lived in the United States at least four years - long enough for a background investigation to yield adequate information. Non-U.S. citizens who maintain citizenship in "Soviet bloc" countries and/or "hostile" countries may be disqualified from employment by the Office of Justice Programs even though they have resided in this country for four or more years.)

(vi) Delinquent in any amount due for Federal or State Taxes. Given the above guidelines for determining suitability, the Contractor's personnel officer should be able to determine, without OJP involvement, which applicants are unsuitable for OJP Division contract employment. However, additional questions and requests for information may result from review of the security packages by OJP personnel.

(vii) Pending indictments or criminal charges.

(3) In the event OJP or the Contractor has reasonable cause to believe that an employee under the contract falls under any of the eleven mandatory disqualification factors listed above, the employee must be removed from OJP contract work. In addition, all contract employees are expected to adhere to OJP's Standards of Conduct (available from the Contracting Officer.)

(4) Should the Contracting Officer determine that the Contractor has failed to comply with the terms of paragraph A(4) of this clause, the Contractor may be held momentarily responsible as a minimum, for all reasonable and necessary costs incurred by the Government to

(a) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat or OJP disruption and (b) conduct security investigations in excess of those which would otherwise be required.

(5) Nothing in this Clause shall require the Contractor to bear costs involved in the conduct of security investigations for replacement of an employee who becomes deceased or severely ill for a long period of time.

(6) Acceptance by the Government of consideration to which the Government may be entitled pursuant to paragraph (B) of this clause shall be construed to establish a course or conduct which will serve to limit the rights and remedies otherwise available to the Government. Under no circumstances shall the Contractor fail to comply with the terms and conditions set forth herein without assuming liability for such failure as may be established pursuant to this clause. The rights and remedies conferred upon the Government by this clause are in addition to all and other rights and remedies specified elsewhere in this contract or established by Law.

(C) Rights of Egress and Ingress

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

(D) Building Access Passes.

(1) When any Contractor or subcontractor personnel enter a DOJ building for the first time, the Contractor shall allow one hour for security processing and the issuing of building access passes.

(2) Passes shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The Contractor's employees shall present themselves for the issuance

of renewed passes when required by the Government as scheduled by the Contracting Officer or his designee. The Contractor shall notify the CO when employee passes are lost, and must immediately apply for issuance of a replacement pass. It is the Contractor's responsibility to return passes to the OJP Security Office when a Contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

(E) Personnel Requirements (Hiring).

The Contractor shall not hire any employee with the specific purpose of providing interim employment for the employee until employment by the Government can be effected.

[End of Clause]

H.13 OJP WAGE RATE DETERMINATION

MARCH 2001

WAGE RATE DETERMINATION

(a) This contract is subject to the Service Contract Act pursuant to the clause FAR 52.222-41 entitled "Service Contract Act of 1965, As Amended" in Section I. As a result, the class of employees who are performing under the contract and who are subject to the Service Contract Act shall be paid in accordance with the wage rate determination that is appropriate for the place of performance. The following wage rate determinations are incorporated herein under Section J:

1994-2103, Revision 30, dated 06/10/2003 (Attachment I)

(b) Pursuant to FAR 52.222-49 entitled "Service Contract Act-Place of Performance Unknown" in Section I, the Contracting Officer will request wage determinations for additional places or areas of performance, if asked to do so in writing by 4:00 p.m., January 20, 2004.

(c) Offerors who intend to perform in a place or area of performance for which a wage determination has not been requested may nevertheless submit a proposal. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

[End of Clause]

H.14 OJP Emergency Closures Jan 2004

The Government may close the Federal Government, in the Washington, D.C. Metropolitan Area, or close the specific Federal buildings under which the contractor is performing under this contract in the event of an emergency (examples: snow/weather emergency, civil disturbance, water main break). If the whole Federal Government in the Washington, D.C. Metropolitan Area, or if the specific Federal building in which the contractor personnel work is closed prior to the contractor personnel reporting

to work, then those contract employees will be paid in accordance with the Contractor's corporate policy. No direct contract charges will be allowed. If the Federal Government in the Washington, D.C. Metropolitan Area, or if the specific Federal building in which the contractor personnel work has a delayed opening, or if the agency is closed early, the Government will pay the contract employees who reported to work that day for the unworked hours, as a direct result of the building evacuation or early dismissal due to an emergency. Contract-employee charges cannot exceed 8 hours during a normal workday for any emergency closure.

SECTION I -- CONTRACT CLAUSES

I.1 52.252- CLAUSES INCORPORATED BY REFERENCE
02

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

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-7	Central Contractor Registration	Oct 2003
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred. Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	October 1997

52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.215-15	Pension Adjustments and Asset Reversions	December 1998
52.215-16	Facilities Capital Cost of Money	June 2003
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	October 1997
52.216-07	Allowable Cost and Payment	December 2002
52.217-09	Option to Extend the Term of the Contract	Mar 2000
52.217-08	Option To Extend Services	November 1999
52.219-06	Notice Of Total Small Business Set-Aside	June 2003
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunities for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	June 1998
52.222-36	Affirmative Action for workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	June 2003
52.227-01	Authorization and Consent	July 1995
52.227-02	Notice and Assistance Regarding patent and Copyright Infringement	Aug 1996
52.227-03	Patent Indemnity	April 1984
52.227-14	Rights in Data--General	June 1987
52.227-17	Rights in Data - Special Works	June 1977
52.227-22	Major System--Minimum Rights	June 1987
52.228-04	Workers' Compensation and War-Hazard Insurance Overseas	April 1984
52.228-07	Insurance--Liability To Third Persons	March 1996
52.232-07 Alt II	Payments Under Time-And-Materials And Labor-Hour Contracts (Dec 2002) - Alternate II	February 2002
52.232-09	Limitation On Withdrawing Of Payment	April 1984
52.232-16	Progress Payments	April 2003
52.232-17	Interest	June 1996
52.232-18	Availability of Funds	April 1984

52.232-22	Limitation of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.233-01	Disputes	July 2002
52.233-03	Protest After Award	August 1996
52.237-02	Protection of Government Buildings, Equipment, and Vegetation	April 1984
52.239-01	Privacy or Security Safeguards	August 1996
52.242-02	Production Progress Reports	April 1991
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-13	Bankruptcy	July 1995
52.243-03	Changes--Time-And-Material Or Labor-Hours	September 2000
52.243-07	Notification Of Changes	April 1984
52.244-02	Subcontracts (Cost-Reimbursement and Letter Contracts)	August 1998
52.244-05	Competition in Subcontracting	Dec 1996
52.244-06	Subcontracts for Commercial Items	April 2003
52.245-01	Property Records	April 1984
52.245-05	Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts) (Jun 2003)	June 2003
52.246-25	Limitation Of Liability--Services	February 1997
52.248-01	Value Engineering	February 2000
52.249-06 Alt IV	Termination (Cost-Reimbursement) (Sep 1996) - Alternate IV	September 1996
52.249-14	Excusable Delays	April 1984
52.251-01	Government Supply Sources	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.204- APPROVAL OF CONTRACT
01

DECEMBER 1989

This contract is subject to the written approval of the OJP Comptroller and shall not be binding until so approved.

I.3 52.215- NOTIFICATION OF OWNERSHIP CHANGES
19

OCTOBER 1997

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any

other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.216- ORDERING
18

OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued at any time during the period of performance, including the four option years.

(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.

I.5 52.216- ORDER LIMITATIONS
19

OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of the total estimated dollar amount of any of the five 12-month

contract periods;

(2) Any order for a combination of items in excess of the total estimated five-year contract value; or
(3) A series of orders from the same ordering office within 1,825 days (5 years) that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 10 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.

I.6 52.216- INDEFINITE QUANTITY
22

OCTOBER 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the contract period, including all option years that are exercised.

I.7 52.217- OPTION TO EXTEND THE TERM OF THE CONTRACT
09

MARCH 2000

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

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

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

(End of clause)

I.8 52.222- PAYMENT FOR OVERTIME PREMIUMS
02

JULY 1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed * ____ or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

I.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL MAY 1989

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

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

Employee Class	Wage (Hour)	Fringe Benefits
General Clerk I	\$11.68	\$2.92
General Clerk II	\$13.72	\$3.42
General Clerk III	\$15.32	\$3.82
General Clerk IV	\$18.74	\$4.68

I.10 JAR UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIALS JUNE 1996

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

(a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.

(b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.

©) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.

(d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.

(e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.

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

[End of Clause]

SECTION J - List of Attachments

ATTACHMENT I Wage Rate Determination 1994-2103, Revision 30, dated
06/10/2003

ATTACHMENT II Contractor Performance Report and Instructions

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide, Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's; Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.18
01012 - Accounting Clerk II	12.74
01013 - Accounting Clerk III	14.30
01014 - Accounting Clerk IV	16.37
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	16.09
01060 - Document Preparation Clerk	12.42
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.42
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	10.80
01132 - Key Entry Operator II	12.07
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.24
01263 - Personnel Assistant (Employment) III	16.42
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.28
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04

01314 - Secretary IV	20.15
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.44
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	11.80
01612 - Word Processor II	14.22
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.86
03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.94
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.05
03073 - Computer Programmer III (1)	26.99
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81

05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.22
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	12.98
11121 - House Keeping Aid I	9.13
11122 - House Keeping Aid II	9.39
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	10.75
11240 - Maid or Houseman	9.28
11270 - Pest Controller	12.44
11300 - Refuse Collector	10.88
11330 - Tractor Operator	12.73
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	15.80
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.08
12071 - Licensed Practical Nurse I	14.63
12072 - Licensed Practical Nurse II	16.42
12073 - Licensed Practical Nurse III	18.38

12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	15.32
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	8.46
12222 - Nursing Assistant II	9.52
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	11.21
12311 - Registered Nurse I	24.00
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.95
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	22.33
13050 - Library Technician	16.28
13071 - Photographer I	13.93
13072 - Photographer II	15.64
13073 - Photographer III	19.56
13074 - Photographer IV	24.08
13075 - Photographer V	26.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	9.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.67

15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	17.12
21030 - Material Expediter	17.12
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.08
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.02
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.01
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.51
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	16.88
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.25
23430 - Heavy Equipment Mechanic	19.98

23440 - Heavy Equipment Operator	20.28
23460 - Instrument Mechanic	19.98
23470 - Laborer	11.79
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	19.70
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	20.94
23800 - Plumber, Maintenance	19.86
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	19.41
23931 - Telecommunication Mechanic II	20.45
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	8.86
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	21.76
27004 - Alarm Monitor	15.26
27006 - Corrections Officer	17.69
27010 - Court Security Officer	19.46

27040 - Detention Officer	18.29
27070 - Firefighter	19.72
27101 - Guard I	9.51
27102 - Guard II	12.53
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.76
28020 - Hatch Tender	16.76
28030 - Line Handler	16.76
28040 - Stevedore I	15.76
28050 - Stevedore II	17.78
29000 - Technical Occupations	
21150 - Graphic Artist	20.52
29010 - Air Traffic Control Specialist, Center (2)	29.85
29011 - Air Traffic Control Specialist, Station (2)	20.59
29012 - Air Traffic Control Specialist, Terminal (2)	22.67
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.51
29030 - Cartographic Technician	22.87
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.84
29040 - Civil Engineering Technician	19.56
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	22.87
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	30.54
29160 - Instructor	23.97
29210 - Laboratory Technician	16.87
29240 - Mathematical Technician	23.39
29361 - Paralegal/Legal Assistant I	18.38
29362 - Paralegal/Legal Assistant II	23.44
29363 - Paralegal/Legal Assistant III	28.68
29364 - Paralegal/Legal Assistant IV	34.69
29390 - Photooptics Technician	22.87

29480 - Technical Writer	25.08
29491 - Unexploded Ordnance (UXO) Technician I	18.97
29492 - Unexploded Ordnance (UXO) Technician II	22.96
29493 - Unexploded Ordnance (UXO) Technician III	27.51
29494 - Unexploded (UXO) Safety Escort	18.97
29495 - Unexploded (UXO) Sweep Personnel	18.97
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	12.94
31300 - Taxi Driver	10.99
31361 - Truckdriver, Light Truck	12.37
31362 - Truckdriver, Medium Truck	15.72
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.33
99030 - Cashier	8.53
99041 - Carnival Equipment Operator	11.78
99042 - Carnival Equipment Repairer	12.69
99043 - Carnival Worker	7.93
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	9.97
99310 - Mortician	22.94
99350 - Park Attendant (Aide)	12.52
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.81
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	14.06
99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	16.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.60
99660 - Surveying Aide	10.20
99690 - Swimming Pool Operator	13.54
99720 - Vending Machine Attendant	10.43

99730 - Vending Machine Repairer	13.54
99740 - Vending Machine Repairer Helper	11.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

5. Type of Contract: (Check all that apply) -- FP FPI FP - EPA Award Fee
 CPFF - Completion CPFF - Term CPIF CPAF ID/IQ BOA
 Requirements Labor Hour T&M
 SBSA 8 (a) SBIR Sealed Bid Negotiated Competitive
 Non-Competitive

6. Description of Requirement:

7. Ratings - Summarize contractor performance and indicate the number which corresponds to the performance rating for each rating category. Please see page three for explanation of rating scale.

Quality - Comments:

Rating - 0, 1, 2, 3, 4, or 5 []

Cost Control - Comments:

Rating - 0, 1, 2, 3, 4, or 5 []

Timeliness of Performance - Comments:

Rating - 0, 1, 2, 3, 4, or 5 []

Business Relations - Comments:

Rating - 0, 1, 2, 3, 4, or 5 []

Meeting Small and SDB Subcontracting Goals - Comments:

Rating - 0, 1, 2, 3, 4, or 5 []

Mean Score (Add the ratings above and divide by the number of areas rated.) []

8. Are subcontracts involved? Yes / No

Please comment on those subcontractors that have provided significant contributions.

9. Key Personnel	
Project Manager Name _____	Employment Date _____
Comments/Rating []	
Name _____	Employment Date _____
Comments/Rating []	
Name _____	Employment Date _____
Comments/Rating []	
10. Is this contractor committed to customer service? Yes / No Would you select this firm again? Yes / No Please explain.	
11. Program Officer Name:	Signature:
Phone/Fax/Internet Address:	Date:
12. Contractor's Review. Were comments, rebuttals, or additional information provided? [] No [] Yes. Please attach comments.	
13. Contractor Name:	Signature:
Phone/Fax/Internet Address	Date:
14. Agency Review: Were contractor comments reviewed at a level above the contracting officer? [] No [] Yes - Please attach comments. Number of pages:	
15. Final Ratings: Re-assess the Block 7 ratings based on contractor comments and agency review. Revise block 7 ratings, if appropriate.	
Quality ___ Cost Control ___ Timeliness ___ Business Relations ___ Meeting S/SBD goals ___	
Mean Score (Add the ratings above and divide by the number of areas rated)	
16. Contracting Officer Name:	Signature:
Phone/Fax/Internet Address	Date:

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

Block 1: Contractor Name and Address. Identify the specific division being evaluated if there

is more than one.

Block 2: Contract number of contract being evaluated.

Block 3: Contract value shall include base plus options. If funding was increased or decreased during the evaluation period, the value in block should reflect the change.

Block 4: Contract award date and anticipated or anticipated contract completion date.

Block 5: Type of Contact: Check all that apply.

Block 6: Provide a brief description of the work being done under the contract and identify the key performance indicators. This description will allow agencies calling for references checks to compare statements of work.

Block 7: Indicate the rating below each column and provide brief narrative for each of the categories rated. Indicate the contract requirements that were exceeded or were not met by the contractor and by how much. Also calculate the mean score and the ratings.

Block 8: Comment on Significant subcontractors, if any.

Block 9: List the names and employment dates of the contractor's key personnel. This will provide a record of how long these managers worked on the contract. If there were many changes in these managers a second page may be necessary. On the comment/rating line briefly describe the managers performance.

Block 10: If given a choice, please explain why you would or why you would not select the contractor for this contract again.

Block 11: The program office person most familiar with the contractor's performance should sign this block. The rating is a combined program office, contracting officer decision. The contracting officer's signature in block signifies concurrence with this rating and the final rating, if a revised rating is necessary.

Block 12-13: The contractor may provide comments but must sign block 12 to indicate review of the rating.

Block 14: If the contractor and contracting officer are unable to agree on a final rating, an agency review at a level above the contracting officer is required.

Block 15: Adjust the ratings assigned in block 7, if appropriate, based on any comments, rebuttals, or additional information provided by the contractor and, if necessary, by the agency review. Calculate a mean score of the contractor's performance.

Block 16: The contracting officer's signature certifies concurrence with the initial and final ratings.

RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), or 5 (Outstanding). Use the following instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessment made (i.e., for payment of fee purposes).

<u>Quality of Product/Service</u>	<u>Timeliness Cost Control</u>	<u>Business of Performance</u>	<u>Implementing Small Relations</u>	<u>and SDB Program</u>
-Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence	-Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negotiated cost to actual -Cost efficiencies -Change orders issue	-Met interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract administration -No liquidated damages assessed	-Effective Management. -Business correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective contractor-recommended solutions	-Effective small/small disadvantage business subcontracting program

0. Unsatisfactory :

Nonconformances are compromising the achievement of contract requirements, despite use of Agency resource.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements despite use of Agency resources.	Response to inquires, technical/service/administrative issues is not effective and responsive.	Small & SDB participation was unacceptable and future small and SDB participation unlikely
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1. Poor:

Nonconformances require major Agency resources to ensure achievement of contract requirement.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is marginally effective and responsive.	Small & SDB participation was significantly less than projected. Remedial attention was necessary
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2. Fair:

Nonconformances require minor Agency resources to ensure achievement of requirements	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements. is somewhat effective	Response to inquiries, technical/service/administrative issue is marginally effective and responsive.	Small & SDB participation was somewhat achieved. Reporting requirements required more than minor corrective action
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3. Good:

Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is usually effective and responsive.	Small & SDB participation was fully in line with projected goals. Reports required only minor corrective action.
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4. Excellent :

There are no quality problems.	There are no cost issues.	There are no delays.	Response to inquiries, technical/service/administrative issues is effective and responsive.	Small & SDB participation was substantially above projected goals. Reports required no corrective action.
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5. Outstanding : The contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstance when contractor performance clearly exceeds the performance levels described as “Excellent.”

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252- SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
01

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

Clause	Title	Date
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	April 1991
52.204-05	Women-Owned Business (Other than Small Business)	May 1999
52.222-38	Compliance with Veterans' Employment Reporting Requirements	December 2001
52.223-04	Recovered Material Certification.	October 1997

K.2 52.204- TAXPAYER IDENTIFICATION
03

OCTOBER 1998

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts

arising out of the offeror's relationship with the Government (31 U.S.C. 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.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common parent.

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

Name and TIN of common parent:

Name _____

TIN _____

K.3 52.209- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, DECEMBER 2001
05 PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) 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

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the

Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215- PLACE OF PERFORMANCE
06

OCTOBER 1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner
(Street Address, City, and Operator of the Plant
State, County, Zip Code) or Facility if Other than Offeror or Respondent

K.5 52.219- SMALL BUSINESS PROGRAM REPRESENTATIONS
01

APRIL 2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561110, Office Administrative Services.

(2) The small business size standard is \$6,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

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

(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 (b)(6)(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.

(c) Definitions. As used in this provision--

"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 the size standard in paragraph (a) of this provision.

"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 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.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

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

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

K.6 52.222- PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
22

FEB 1999

The offeror represents that:

a. It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of

this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

b. It has, has not, filed all required compliance reports; and

c. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7 52.222- AFFIRMATIVE ACTION COMPLIANCE
25

APRIL 1984

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

K.8 52.223- CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
13

AUGUST 2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under

section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

K.9 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE MAY 1999

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter

clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] -

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.252- SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
01

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

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors--Competitive Acquisition	May 2001
52.215-16	Facilities Capital Cost of Money	June 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999
52.222.46	Evaluation of Compensation for Professional Employees	February 1993
52.232-13	Notice of Progress Payments	Apr 1984
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
52.237-01	Site Visit	April 1984
52.237-10	Identification of Uncompensated Overtime	October 1997

L.2 52.215- REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OCTOBER 1997
20 OTHER THAN COST OR PRICING DATA, Alternate IV

(a) Submission of cost or pricing data is not required.

(b) Provide information described in Item L.9.0 (d). 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 practical 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.

L.3 52.216- TYPE OF CONTRACT APRIL 1984
01

The Government contemplates award of an indefinite delivery, indefinite quantity (IDIQ) labor-hour task order type contract resulting from this solicitation.

L.4 52.233- SERVICE OF PROTEST
02

AUGUST 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Justice, Justice Management Division, Procurement Policy and Review Group, Washington, D.C. 20530.

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

L.5 JAR PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE DECEMBER 1998

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

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.

(2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.

(3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) A protest filed directly with the Department of Justice must:

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

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

(i) Name, address, facsimile number and telephone number of the protestor.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

- (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.
- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

[End of Clause]

L.6 Use and Disclosures of Proposal Information

- a. Definitions: For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:
 - 1. "Trade secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.
 - 2. Confidential commercial or financial information" means any business information - (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privilege or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

- b. If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information not to be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or in part by the Government for any purpose other than to evaluate the proposal, except if a contract is awarded to the offeror as result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

- c. The offeror shall also specifically identify trade secret information and confidential commercial financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

- d. Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (I) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

- e. If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. If it is determined that such information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosures of the information.

- f. The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and ©) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and ©) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

L-7 Proposal Cautions

- a. Your attention is directed to the fact that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds.
- b. Your attention is directed to the fact that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds.
- c. This request does not commit the Government to award a contract nor to pay for costs incurred in making necessary studies or designs for the preparation thereof, nor to procure or contract for the services or supplies. The Government reserves the right to reject any or all proposals, or to negotiate separately with any source(s) considered qualified.
- d. Prospective offerors are cautioned against discussing the preparation of their proposal or technical questions with Government technical personnel. The circumstances of such a contract, when verified, may result in non-consideration of the offeror's proposal. Discussions with Government technical personnel concerning the specifications, the documents incorporated by reference, cost and pricing, or any other technical matters are strictly forbidden. Accordingly, all communications prior to award, shall be directed to the Contracting Officer whose name and phone number appear in Block 10 of the Cover Page, Standard Form 33.

L-8 Proposal Format

- a. A responsive proposal shall include two (2) separate and detachable volumes: a Technical Proposal, and Price/Business Proposal, with the Representations and Certifications.
- b. In addition, offerors shall submit provide four electronic copies each of the technical and cost proposals. The electronic copies shall be formatted in WordPerfect Suite 8. Where the tabular data is provided which cannot be formatted n WordPerfect for Windows ver. 6.1, then that data shall be provided in Lotus 123 (Release 9 for Windows) spreadsheet format. Instructions for completing each of these volumes are contained herein.

L.9.0 PHYSICAL FORMAT OF PROPOSAL

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

	<u>Volume Title</u>	<u>Page Limitation</u>	<u>Copies</u>
I.	Technical/Management Proposal	30	4
II.	Price/Business Proposal with Representations and Certifications	N/A	4

- b. Offerors are encouraged to abide by the spirit and the letter of the page limitations stated above. Proposals must be

legible, single spaced, typewritten, in a type-size not smaller than twelve (12) point proportional, on paper not larger than 8-1/2" by 11" and not exceed the page limitations specified above. Some fold-out charts or diagrams may be used within the aforementioned restrictions/page limitations. Each 8-1/2" by 11" paged fold-out will be counted as one page (i.e., one fold-out with two pages will be counted as two 8-1/2" by 11" pages). Resumes and other appendices are not subject to the above page limitation.

c. Technical Proposal. Volume I, the technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether to the proposed solution identified in the Offeror's proposal will meet the requirements of the Government. To this end, each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the prospective Contractor has a through knowledge and understanding of the requirements and has a valid and practical solutions for technical problems. Statements which paraphrase the specifications, or attest that "standard procedures will be used" are inadequate to demonstrate how the Offeror proposes to comply with the requirements of the specifications, and this clause. The technical proposal should contain an attachment chart or listing similar to Section B (with all process deleted) that includes the labor categories and estimated level of effort proposed for each of the labor category line items in order to provide the technical evaluation team with a good sense of the labor and resources included in the proposal. The technical proposal should specifically address each of the technical capability factors, and associated sub-factors, listed in provision M.3.

Volume I should include past performance information. Offerors shall submit the following past performance information in their proposals:

(1) A list of all contracts and subcontracts completed during the past three years and contracts currently in process that are similar in nature to the statement of work in this solicitation. Contracts and subcontracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Offerors that are newly formed entities without prior contacts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract:

- (i) Name of contracting activity
- (ii) Contract number
- iii) Contract work description
- (iv) Total contract value
- (v) Contracting Officer including telephone & facsimile number
- (vi) Program manager including telephone number & facsimile number
- (vii) Administrative Contracting officer, if different from(e), and telephone number
- (viii) Contract type, and
- (ix) Description of subcontracts and their performance.

(2) The Offeror may provide information on problems encountered on the contracts and subcontracts identified in paragraph one above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. This information will be obtained form the references.

(3) The offeror shall provide a list of any government or commercial contracts which were terminated before the original expiration date within the past three (3) years, including the contract number, contracting organization name and address, name and telephone number of the Contracting Officer, and name and telephone number of the Contracting Officer's Technical Representative (COTR) or technical point of contact. The offeror shall list and explain any legal proceeding against the firm, or individuals in the firm, related to the provision of the type of services to be acquired under this contract.

(4) The offeror shall provide a list of all contracts that resulted in cost overruns by more than 10 of the original estimated contract price and all time and materials or labor-hours contracts for which the final invoice exceeded the original contract ceiling price by more than 10 in the past two years. Included shall be the name of the agency funding the work, the contract number and amount, Contracting Officer and COTR names and telephone numbers, and the reason for the excess.

(5) The Offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality award, private sector awards or certification (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ASI/EIA-599), or ISO 9000 registration.

(i) Identify what portion of the company (one division or the entire company) that received the award.

(ii) Describe when the award or certification was bestowed. If the award certification is over three years old, present evidence that the qualifications still apply.

(6) Completed Past Performance Survey(s). The Government will evaluate past performance references that demonstrate quality of performance relative to the size and complexity of the procurement under consideration. The Contractor Performance Report, Attachment II, or similar standard federal form, will be used by offerors to submit this information. The Government may also contact references other than those identified by the Offeror and use this information in the overall past performance rating.

(d) Price / Business Proposal. To be determined "acceptable," Volume II, Price / Business Proposal, shall include:

(1) A price proposal in the format of Section B, Schedule of Supplies or Services and Price/Costs for each of the 5-year periods. Also for each year, the Contractor shall provide supporting price breakdowns for each loaded labor category, containing the actual direct labor rates, plus a "load factor" that includes all overhead, general and administrative expense, and profit included in each rate, as well as a commutative total for each year and for the cumulative five-year total. As stated in Section B, the labor categories and cumulative estimated hours are OJP's best estimate of the level of effort required to perform the services under this Contract. Offerors are authorized to substitute different labor categories and/or increase and decrease estimated hours in their price proposal to coincide with the offeror's commercial practice and technical solution. Any such changes should be noted and explained in a supporting narrative. The price proposal will be evaluated for reasonableness.

(2) A Total Compensation Plan (Professional Employees). Offerors are required to submit a part of its Price / Business

Proposal a “Total Compensation Plan” in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees. In establishing compensation levels for professional employees, the total proposed compensation package, including salaries and fringe benefits, shall reflect a clear understanding of the requirements of the work and the ability to obtain and retain qualified personnel to meet our mission objectives. The salary rates or

ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Include in the compensation plan, what is the offeror’s corporate policy concerning closures of the Federal Government or of the specific Federal building in which the contract employee works.

e. Oral Presentations. Following receipt of technical proposals, the Government, at its discretion, may invite those offerors whose proposals are rated “acceptable,” “exceptional,” or those deemed to have correctable deficiencies, to conduct an oral presentation. These presentations will consist of 60-minutes to make the initial presentation, followed by a 15-minute break to allow NIJ/OJP staff to caucus, and then a 45-minute question and answer period. The presentations will allow you to further detail your technical capabilities and will allow the NIJ staff to meet your key personnel and to clarify any issues. The technical evaluation team will then adjust its technical evaluation ratings, as required, based on the result of the Oral Presentation. The proposed Project Manager and/or Assistant Project Manager must conduct the oral presentation, if held.

f. All offerors are encouraged to submit their most favorable price and technical proposal initially, as the Government reserves the right to make award without either oral presentation or any discussion / negotiation.

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.217-04 v	Evaluation Of Options Exercised At The Time Of Contract Award	June 1988
52.217-05	Evaluation Of Options	July 1990

M.2 Basis for Award / Evaluation Criteria

(a) The Government intends to make award to one vendor whose proposals conforms to the solicitation and is evaluated as being the most advantageous to OP. A “best value” award decision will be made using a tradeoff process that considers the evaluation criteria stated below. All proposals received shall be subject to evaluation by a duly selected panels of qualified Government Personnel. The objective is to select a contractor that demonstrates a high level of knowledge, experience, and management and organizational capability, and in addition, gives promise through its management plan that it will provide the highest quality of technical and program expertise to the Office of Justice Programs.

(b) Evaluation Criteria. Selection for award will be based on an evaluation of proposals with regard to the following three evaluation criteria.

- (1) Technical Capability
- (2) Past Performance
- (3) Price

Technical capability and past performance are equal in importance but are more important than price both individually and when combined. However, the degree of importance of price will increase if the proposals are relatively equal with regard to technical capability and past performance. In this case, price may become the determining factor.

M.3 Technical Capability Evaluation Factors and Sub-factors.

Technical capability will be evaluated based on the offeror’s written technical proposal, including past performance references submitted and, at the discretion of OJP, an Oral Presentation. The TET will adjectivally rate each offeror’s technical proposal against two equally weighted evaluation factors, which are (1) Understanding of Project / Technical Approach / Capability Statement and (2) Staffing and Management Plans.

Factor 1 - Understanding of Project / Technical Approach / Capability Statement: two equally weighted subfactors:

Subfactor 1A. Knowledge of Federal Grant Programs and Supporting Records Management Activities.

Summarize and highlight the offeror's knowledge of Federal grant programs and of records management activities to support the administration of Federal programs with respect to filing, file maintenance, data entry, and paperwork processing.

Subfactor 1B. The Offeror's Quality Control Plan, and Meeting the Performance Requirements included in C.4 and C.8. Offerors should address:

- (1) A description of a quality control inspection system (QC) to cover all services listed in Quality Assurance Surveillance Plan (QASP) and Performance Requirements and Standards Summary on the Performance Measurement Summary.
- (2) A description of the methods to be used for identifying and preventing defects in the quality of services performed.
- (3) A description of the records to be kept to document inspections and corrective or preventive actions taken.
- (4) Compliance with C.8.9 requirements.

Factor 2. Staffing and Management Plans: two equally weighted subfactors:

Subfactor 2.A. Staffing Plan. The offeror must provide a staffing plan, including an organizational chart, that will ensure that the requirements of the Government are met in a timely and efficient manner. Personnel will be evaluated based upon their demonstrated ability to effectively and efficiently run a Control Desk Operation, their qualifications in management, and their experience with similar operations. All personnel, including "key personnel," must meet personnel qualifications/education, as described in Item C.12.1 - C.12.5 of the performance work statement. The plan shall include personal resumes for key personnel. The resumes are excluded from the **30-page limitation**. The organization chart and staffing plan should describe the rest of the proposed staff.

The plan must include the following information:

- (1) The number and type of positions proposed to accomplish the work (based on Section B of this RFP).
- (2) An explanation of management and supervisory oversight proposed for the RFP.
- (3) Job titles, job descriptions, education requirements, and skills/knowledge required for all positions to be associated with the contract.
- (4) Explanation of work schedules to be used (for example: part-time, full-time, flexible time, and/or alternate work schedules).
- (5) Information on incentives for retention of trained staff (i.e., career-ladders, awards, or other).

Subfactor 2B. Management Plan. The Offeror should propose a clear, effective, feasible, and innovative (if possible) approach to manage the control desk operations and provide the support described in the statement of work. It should specifically address proposed staffing patterns, if different than what is suggested in Section B and C.12, as well as workloads and needed resources for each task. The Offeror should address Sections C.9, C.10, C.11, and C.14, and specifically:

- Responsiveness to OJP’s management and staff and completeness and feasibility of the plan in terms of staffing workload requirements and needed resources without excessive management overhead.
- Management flexibility addressing the offeror’s ability to handle peak workload demands (i.e., high volume, short deadlines).
- Administrative ability emphasizing attention to the follow-through and completion of projects and the accurate entry of accurate data and information into the systems.
- Phase-in and phase-out procedures and required resources and timeframes.

Oral Presentation - The Government reserves the right to conduct oral presentations, at its discretion, after receipt of proposals. If the Government elects to hold oral presentations, the presentations will be utilized to allow the Technical Evaluation Team to meet the offeror’s proposed Project Manager and key personnel, and to allow the offeror to address questions and clarify their firm’s proposal and methodology for hiring and maintaining staff to meet this requirement. Following any oral presentation, the evaluation team will finalize its overall evaluation ratings.

Technical Capability Adjectival Ratings. The following five adjectival ratings will be used to evaluate the Technical Proposals.

ADJECTIVAL RATING	SYMBOL	DEFINITION
Exceptional	E	The proposal meets or exceeds the most important factors in a way that is beneficial to the agency. Risk is low, and the proposal indicates a very high probability of successful performance. There are no weaknesses in major subject areas or items.
Acceptable	A	The proposal meets all significant standards. Risk is low, and there is a good probability of success. There are no deficiencies or significant weaknesses.
Marginal	M	Some important standards have not been met. Risk is evident, and there is a low probability of success. There are serious deficiencies in the proposal, but they are correctable (and must be corrected prior to award).
Unacceptable	U	Several important standards have not been met. Risk is high, and there is little likelihood of success. The proposal would have to be completely rewritten to make it acceptable.

M.4 Past Performance Evaluation. Past Performance will be evaluated with respect to quality; cost control; timeliness of performance; business relations; and meeting small, small disadvantaged business, and small woman-owned business subcontracting goals. References will be adjectivally rated as unsatisfactory, poor, fair, good, excellent, or outstanding, as defined in the Rating Guide of Attachment II, Contractor Performance Report (Past Performance Survey) . Each offeror past

performance information shall include five completed surveys rating their work for similar projects completed during the past three years, with point of contact and telephone number. Offerors will use Attachment II (or a comparable standard form used by another federal agency) as the survey form. The survey forms should be completed by the client referenced and be submitted with the technical proposal, or be properly marked with the solicitation number and mailed by the client to reach OJP not later than the solicitation closing date.

OJP may supplement this data with reports from government past performance data bases, such as that maintained by the National Institute of Health. The Chairperson will consolidate the results of this survey and the team will develop a consensus adjectival past performance rating for each vendor. All aspects of the Offeror's Past performance may be taken into consideration in conducting this evaluation. The Government reserves the right to review the Offeror's past performance not only on those projects/programs presented by the Offeror, but on any other project/programs in which the Offeror has participated within the last three years.

M.5 Price. The price proposal shall be submitted in the format of Section B, Schedule of Supplies or Services and Price/Costs, and further instructions at provision L.9(d). The offeror's price, including all options, will be evaluated. The proposals will be evaluated for compliance with Section B, as well as for price reasonableness. A Total Compensation Plan, in accordance with FAR 52.222.46, is required which documents the direct labor and benefits to be paid to all professional employees. The Total Compensation Plan will be evaluated on a pass-fail basis.