

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 9594CS23Q0077	
						6. SOLICITATION ISSUE DATE 09/08/2023	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Matthew Collins				b. TELEPHONE NUMBER (No collect calls) (202) 369-7635	
						8. OFFER DUE DATE/ LOCAL TIME See Section L	
9. ISSUED BY Court Services and Offender Supervision Agency Office of Procurement 800 North Capitol Street, NW Washington, DC 20002-4260 Matt Collins; (202) 369-7635; matthew.collins@csosa.gov				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621340 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD: \$12.5M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See Section F		CODE		16. ADMINISTERED BY See Block 9		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
		FACILITY CODE		Court Services and Offender Supervision Agency Office of Financial Management 800 North Capitol Street, NW, 6th Floor Washington, DC 20002-4260			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE				24. AMOUNT	
		Re-entry and Sanctions Center (RSC) Therapeutic Recreation/Wellness Services See Continuation Sheet <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

Continuation of SF1449

Blocks 19 through 24 Continued:

CLIN	Description	QTY	Unit	Unit Price	NTE Amount
0001	Base Period: Conduct Therapeutic Recreational Group Session Period of Performance: 12 months from date of award	416	Session	<i>TBD at award</i>	<i>TBD at award</i>
1001	Option Period 1: Conduct Therapeutic Recreational Group Session Period of Performance: 12 months from effective date of option	416	Session	<i>TBD at award</i>	<i>TBD at award</i>
Total Base Period and Option Period 1 NTE Amount					<i>TBD at award</i>

“NTE” = Not-to-Exceed

“TBD at award” – Amounts will be inserted based on the prices included in the successful quotation.

Note: There is no separate line item for materials or travel included in this purchase order. All costs to conduct each required session must be included in the per session price.

Block 25 Accounting and Appropriation Data:

To be Completed at Award

SECTION B - SUPPLIES OR SERVICES

B.1 Services. Contractor shall provide services in accordance with the Statement of Work (Section C).

B.2 Contract Type. This is a Firm Fixed Price (FFP) with fixed-price unit rates purchase order under which the Contractor is an independent Contractor.

B.3 North American Industry Classification System (NAICS) and Small Business Size Standard. The NAICS Code for this purchase order is 621340 Offices of Physical, Occupational and Speech Therapists, and Audiologists. The Small Business Size Standard is \$12.5M.

B.4 Contract Funding. The Contractor is not authorized to exceed the obligated value on this purchase order. Per Section F.1, this purchase order has a base period of twelve months and one option period of twelve months.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT THERAPEUTIC RECREATIONAL GROUP SERVICES

C.1 Agency Background.

C.1.1 The Court Services and Offender Supervision Agency (CSOSA) was established under Section 11232 of the National Capital Revitalization and Self-Government Improvement Act of 1997 to effectuate the reorganization and transition of functions relating to pretrial services, parole, adult probation, and offender supervision in the District of Columbia to a Federal Executive Branch agency. CSOSA's mission is to increase public safety, prevent crime, reduce recidivism, and support the fair administration of justice in close collaboration with the community through the supervision of all probationers, parolees and supervised releases held under the authority of any United States or District of Columbia statute, or any other lawful authority entrusted to the District.

C.1.2 The Re-entry and Sanctions Center (RSC) is located at 1900 Massachusetts Avenue, SE, Washington DC. CSOSA's 50-bed RSC provides high-risk residents, with extensive substance abuse histories, to include co-occurring disorders, with a 28 day (men), 42 day extended stay (men), and 42 day (women) intensive assessment and reintegration program.

C.2 Objective. To provide residents with the ability to practice and learn therapeutic recreation and wellness techniques, skills, and activities they can utilize on their own to improve or maintain physical, cognitive, and social functioning capabilities that will assist them in dealing with re-entry barriers that are common to RSC residents. The Contractor shall facilitate therapeutic and wellness recreational group sessions, designed to improve a resident's psychosocial skills, emotional health, self-confidence, sense of well-being, communication, trust, relaxation, and positive body image.

C.3 Task 1 – Therapeutic Recreational Group Sessions.

C.3.1 The Contractor shall provide eight, on-site, group sessions of up to one hour per session. Sessions will take place on two different days, with four back-to-back sessions per day, during the hours of 9:00 AM to 7:00 PM, Monday through Friday. The Contracting Officer's Representative (COR) and Contractor will mutually agree on a staffing schedule at the post-award meeting. The Government does anticipate that, due to the diversity of the units, there will be occasions where there may be a requirement for one or more of the sessions to differ from the other sessions.

C.3.2 The Contractor shall provide all labor, materials, and supplies required to provide therapeutic recreational group sessions.

C.3.3 Prior to each group session the Contractor shall provide a sign-in sheet to ensure each resident receives credit for participation. The group sign-in sheet shall be submitted to the COR or their designee at the end of the day.

C.3.4 Each group session:

- a. Will include between 6 and 12 participants.
- b. Shall include approximately 50 minutes of direct group facilitation.
- c. Shall require approximately 10 minutes of preparation time (set-up and breakdown).

Therefore, the Government assumes that one session, on average, equals 60 minutes of direct group facilitation, reporting, and preparation time combined.

C.3.5 Each therapeutic recreational group session shall have a clearly stated objective and goal(s). Therapeutic recreational group sessions may include, but are not limited to:

- a. Calisthenics.
- b. Stretching and muscle limbering exercises.
- c. Instruction in relaxation techniques designed to reduce stress and tension.
- d. Education on proper body mechanics to avoid injury and muscle fatigue.
- e. Arts and Crafts.
- f. Sports.
- g. Movement.
- h. Yoga.
- i. Meditation.

C.3.6 Contractor shall provide group topics and expected outcomes at the post-award meeting.

C.3.7 Therapeutic recreational activities shall be conducted in the RSC multipurpose room or within other designated areas on the RSC campus.

C.3.8 The Contractor shall address any concerns or problems that arise during a group session immediately with the COR or RSC Assistant Program Director.

C.3.9 CSOSA reserves the right to require the Contractor to modify group topics or the frequency of their delivery, in accordance with its needs.

C.3.10 The Government anticipates sessions will be delivered at the following weekly frequency:

	Frequency per week per unit	Units	Total sessions per week
Group Sessions	2	4	8
	Total Sessions Per Period of Performance (52 Weeks)		416 sessions

C.4 Task 2 - Reporting Requirement.

C.4.1 No later than one business day following each group session, the Contractor shall enter group session progress notes for each unit and for each resident participant in the Government's case management system (SMART21) that contains, at a minimum, the following information:

C.4.1.1 Group Session Topic, Session Date, and Time.

C.4.1.2 Resident attendance status.

C.4.1.3 Summary of the Group Experience.

C.4.1.4 Narrative Summary of any significant information relevant to the resident's participation in the group session.

C.4.2 The group session sign-in sheet shall be submitted to the COR within 24 hours of the end of each group session.

C.4.3 Emergencies. The Contractor shall immediately notify the COR or the Assistant Program Director of any actions, events, or deeds that appear to pose a safety concern, an imminent danger to RSC residents, Contractors, or staff. The types of events that are deemed an imminent danger are: building/physical plant concerns, discovery of weapons or items that may be used as such, as well as, a resident's suicidal ideations/ actions, verbal or physical threats, physical altercations, or any other action that suggests that the RSC resident poses a threat to self or others.

C.5 Contractor Personnel Requirements.

C.5.1 All Contractor staff shall:

- Be a citizen of the United States of America or be otherwise lawfully permitted to reside in the United States and possess a valid work permit.
- Be at least 21 years of age and must be able to withstand physical demands of the job and capable of responding to emergency situations.
- Be able to clear the CSOSA background investigation.
- Be able to speak English fluently and read and write the English language.
- Wear or display a distinctive identification badge provided by the Government at all times while performing work under this purchase order.
- Adhere to the terms of this purchase order.
- Maintain current and full licensure, where applicable.
- Be prohibited from providing services to RSC residents after expiration or revocation of licensure.

C.5.2 The Contractor shall provide therapist(s) who are either a Certified Recreational Therapist (CTRS) or a Licensed Professional Counselor (LPC) who specialize in Trauma Focused Cognitive Behavioral Therapy, Art Therapy, Trauma Focused Art Therapy, Somatic Therapy, Somatic Attachment Therapy, or other similar therapies.

C.5.3 Therapeutic Recreational/Wellness Therapist (Key Personnel).

C.5.3.1 A CTRS shall possess:

- a. Current certification as a Recreational Therapist from the National Council for Therapeutic Recreation Certification (NCTRC).
- b. A minimum of one year of verifiable work experience as a CTRS in a group environment.
- c. Experience is preferred in either a residential treatment, community corrections, re-entry or correctional facility, public health clinic, or federally qualified health center.

C.5.3.2 A LPC shall possess:

- a. A current license to practice counseling at the master's level in the District of Columbia or a state, territory, or commonwealth of the United States.
- b. A minimum of one year of verifiable work experience as a licensed counseling professional specializing in cognitive behavior therapy and one or more of the activities listed in Sections C.5.2 and C.3.5.

C.5.4 The Contractor shall provide a prime therapist and a roster of backfill therapists who are available to provide therapeutic recreational services within the agreed upon schedule in the absence of the prime therapist.

- a. If the Contractor is unable to provide the requisite coverage based upon the schedule, the Contractor shall notify the COR or COR's designee via email and telephone 24 hours in advance of each occurrence. The Government representative may or may not accept the Contractor's request.
- b. The Government's estimated need for Recreational Therapy services shall not exceed twelve hours per week.

C.5.5 The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall ensure that all its employees adhere to Attachment J-1, Standards of Conduct and meet all physical standards identified in solicitation section C.6 below. The Contractor shall also be responsible for taking any and all such disciplinary action as necessary when Contractor staff fail to meet such contract standards or requirements.

C.5.6 CSOSA Policies and Procedures. The Contractor shall ensure that all personnel assigned to the RSC adhere to applicable CSOSA policies and operational procedures.

C.6 Physical Standards.

C.6.1 Physical Demands. The Contractor staff shall be physically capable of performing the services required under this purchase order. Any individual who cannot adequately perform the duties assigned with regard to the physical requirements of the position will not be qualified to work under this purchase order.

C.6.2 Communicable Disease/TB Testing. The Contractor shall ensure that all Contractor staff assigned to this purchase order are tested for Tuberculosis and, in the case of a positive test, medically cleared as non-infectious and fit for duty, prior to starting employment at the RSC. Tuberculosis testing shall take place annually thereafter. Results of all tests shall be available for CSOSA review upon purchase order award and each option period award. CSOSA encourages the Contractor to require its staff to maintain current immunizations (i.e., influenza, hepatitis, tetanus, etc.). The Contractor shall remove from performance under this purchase order any staff members that are found or suspected to be suffering from a communicable disease, disorder, or respiratory problem which has the unmitigated ability to infect others.

C.6.3 CPR Certification. The Contractor shall ensure that all personnel delivering services under this purchase order are certified in cardiopulmonary resuscitation (CPR) and maintain a current CPR certification.

C.6.4 Drug Testing Requirements. Due to the mission of the CSOSA/RSC, the Contractor must comply with all conditions of the Drug-Free Workplace Act of 1988.

C.6.4.1 Drug Testing. All Contractor staff assigned to this purchase order who facilitate group sessions will be subject to pre-employment, random, and reasonable suspicion drug tests by the Contractor. The Contractor shall conduct the testing within fourteen calendar days prior to the individual staff member beginning work under this purchase order. If requested by the COR, the Contractor shall supply CSOSA with a copy of the test results. Drug test collections will be conducted by urinalysis and will be in accordance with HHS Mandatory Guidelines for Workplace Drug Testing Programs published in Federal Register on April 13, 2004 (69 FR19644) and the HHS Urine Specimen Collection Handbook, effective date November 1, 2004.

C.6.4.2 Tested Drugs. Drugs that the Contractor shall test for are Marijuana, Cocaine, Amphetamines, Opiates and Phencyclidine (PCP).

C.6.4.3 Laboratory Testing. The laboratories chosen to perform the drug testing for individuals assigned to this purchase order must be certified by the HHS, and laboratory procedures will be in accordance to HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs.

C.6.4.4 Refusal to undergo Drug Test. Any Contractor personnel who are assigned to this purchase order who refuse to be tested, attempt to alter, or substitute the specimen, fail to appear for testing without an approved deferral, which constitutes refusal to test, or refuse to provide consent to release information of the test results, shall be removed from the purchase order immediately with notification to the COR.

C.6.5 Contractor Staff Records. The Contractor shall maintain sufficient documentation regarding Contractor staff personnel qualifications to perform under this purchase order. This documentation shall include, at a minimum but not be limited to, copies of current licenses, current certifications, including CPR, and communicable disease, TB, and other health related test results or immunization records. The Contractor shall make these records available for the COR to review upon request.

C.7 Re-entry and Sanctions Center Security.

C.7.1 The Contractor agrees to adhere to all regulations prescribed by CSOSA with regard to the safety and security of the RSC facility, staff, and the residents. The RSC Safety and Security policy will be provided to the Contractor upon purchase order award.

C.7.2 The Government requires all Contractor personnel to sign in and out of the RSC for security reasons.

C.8 Compliance with Federal, State and Local Regulations.

C.8.1 The Contractor shall ensure that all staff assigned to the RSC adhere to the applicable CSOSA Policies and the RSC operational instructions. Copies of the CSOSA Policies and the RSC operational instructions will be made available to the Contractor upon award.

C.8.2 The Contractor shall provide services in compliance with all federal, state and local laws, regulations and professional standards that relate to the American Therapeutic Recreational Association regulations and professional standards that relate to the services in a residential facility. This information can be obtained at the following URL: <https://www.atra-online.com>. The Contractor and Contractor staff shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA) regulations and the requirements of 42 CFR part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), DC Office Code §§7-1201.01 eq. seq. (D.C. Mental Health Information Act), and D.C. Official Code §§7-302 and §§7-1605 (HIV/AIDS) Cancer Confidentiality.

C.9 Government's Quality Assurance Program (QASP). The Contractor shall provide therapeutic recreational services, exactly as specified in this Section C SOW and other applicable Sections of this purchase order. The CSOSA CO or COR, with the support of other CSOSA components, shall conduct scheduled and unscheduled QASP inspections and audits of the Contractor's performance against the requirements of this Section C and other applicable Sections of this purchase order. The Contractor's performance assessment will be based upon the

expectation that the Contractor's performance will be 100% in compliance with all purchase order requirements. When an inspection or audit determines that the Contractor is deficient and not fulfilling one or more of the purchase order's performance requirements, the CSOSA CO will issue a corrective action report (CAR), which identifies the deficiency, and the Contractor shall develop a plan of action with milestones (POAM) to correct the deficiency in the CAR within the period of time designated by the CO and submit the POAM to the CO for approval. When the deficiency has been corrected, the Contractor shall be inspected or audited to ensure the Contractor's corrective action is sufficient to prevent reoccurrence of the deficiency.

C.10 Contractor Quality Control (QC) Plan. The Contractor shall develop and provide to the CO within 30 days of purchase order award, a QC Plan that identifies what actions, processes, procedures, inspections, reviews, and responsibility assignments the Contractor will utilize to ensure that the Contractor's performance complies with all of the requirements of this purchase order. The CO shall have ten business days to review the QC Plan and provide requested or required changes to the Contractor. The Contractor will then have five business days to incorporate the CO's required/requested changes and return a final QC Plan to the CO. The Contractor's QC Plan shall be reviewed and updated as required, but no less than annually.

C.11 Inspections, Compliance and Audit. CSOSA through the CO, COR, or other CSOSA components shall conduct inspections and audits (hereafter "audit") to verify the personnel, operations, programs and the related non-financial books, records, accounts and information (including electronic data) of Contractor, comply with the provisions of this purchase order, or to assess the efficacy of any goods or services delivered pursuant to this purchase order. Contractor and its personnel shall cooperate fully with all audits.

C.11.1 Frequency of Audits. Audits shall occur at least once a year at the discretion of CSOSA. CSOSA retains the right to conduct audits more frequently if concerns about performance of the purchase order or the quality of the provided services arise. CSOSA also retains the right to forgo an audit at its discretion and consistent with the Agency's policies and practices, or any applicable laws or regulations. Notwithstanding the foregoing, CSOSA and its representatives shall have the right to audit the Contractor at any time without notice and in addition to any annual audit, if there are concerns about fraud, waste, abuse, or mismanagement under the purchase order, or CSOSA has reason to believe that services procured through this purchase order are not being performed or are not meeting CSOSA's standards and expectations.

C.11.2 Timing of Audits. Audits may be announced or unannounced at CSOSA's discretion and shall take place during Contractor's normal business hours. CSOSA and its representatives shall take reasonable steps to avoid disrupting the business of Contractor during an audit.

C.11.3 Audit Reports. Reports of the results of an audit are the property of CSOSA but may be shared with Contractor at CSOSA's discretion. If deficiencies are observed during an audit, the CO shall issue a Corrective Action Report (CAR) to Contractor within five business days of being provided with deficiency information. The CAR shall identify the specific

deficiencies and the timeframe in which Contractor shall take corrective action. Within five business days of receiving the CAR, Contractor shall develop and send to the CO for approval, a written plan of action with milestones (POAM) to correct the deficiencies within the timeframe designated by the CO. Contractor shall provide proof of remediation in writing to the CO for each deficiency identified in the CAR. Contractor may be subject to further audit by CSOSA to ensure that the corrective action taken is sufficient to prevent the reoccurrence of the deficiency.

C.11.4 Scope of Audit. CSOSA expects 100% compliance by Contractor with the terms of this purchase order. The scope of the audit shall include, but is not limited to, the Statement of Work and other applicable sections of this purchase order; criteria identified in Contractor's QAP; standards issued by any accrediting body; standards issued by any licensing or certifying body for personnel, programming or facilities; Contractor's policies; and all applicable laws and regulations.

C.12 Post-Award Meeting. The COR will schedule a post-award meeting between the Contractor and CSOSA within ten business days following purchase order award. The purpose of this meeting will be to review the performance requirements of the purchase order, agree on the roles and responsibilities of CSOSA and the Contractor under the purchase order, and any other issues either party may want to discuss. The Contractor shall prepare a meeting report that details who was in attendance at the meeting, what discussions took place, and what agreements were reached. A copy of the report shall be provided to the COR within ten business days following the meeting.

SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall provide all deliverables electronically, unless otherwise specified, directly to the COR. All deliverables become the property of the government and may not be further disseminated without prior written approval from the Contracting Officer.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 Inspection and acceptance shall be in accordance with Section C.11 and FAR 52.212-4(a).

E.2 The Government may evaluate the quality of professional and administrative services during the performance of the award, but retains no control over the materials, supplies, or equipment purchased by the Contractor.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Period of Performance. The period of performance of this purchase order is as follows:

Base Period: 12 months from date of award.

Option Period 1: 12 months from effective date of option.

F.2 Place of Performance. The Contractor will perform the work under this purchase order at the CSOSA Re-entry and Sanctions Center (RSC) located at 1900 Massachusetts Avenue, SE, Washington, DC 20003.

F.3 Telework. The Contractor is not authorized to telework under this purchase order.

F.4 Hours of Operation. The RSC operates 24 hours per day, seven days per week, 52 weeks per year. The Contractor shall coordinate the specific sessions to be performed by Contractor personnel with the COR.

F.4 Observance of Legal Holidays and Excused Absence. The CSOSA RSC operates 24 hours per day, 7 days per week, and as such, does not observe Legal Holidays or other instances in which the federal government does not operate.

F.5 Travel. No travel reimbursement is allowed under this purchase order.

F.6 Deliverables.

Deliverable	Reference Section
SMART21 Entry	C.4.1
Session Sign-in Sheet	C.4.2
Post-Award Meeting Minutes	C.12
Contingency Plan	H.4
Certificate of Insurance	H.11

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative.

G.1.1 The Contracting Officer's Representative (COR) for this purchase order is:

TBD at award

Court Services and Offender Supervision Agency (CSOSA)

Office Location TBD at award

Washington, DC ***Zip Code TBD at award***

Telephone Number: *TBD at award*
Email Address: *TBD at award*

G.1.2 The COR is responsible for the technical aspects of the purchase order and serves as the liaison with the Contractor. The COR is responsible for the final inspection and acceptance of all work performed and such other responsibilities as may be specified in this purchase order.

G.1.3 The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the purchase order price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer.

G.2 Contracting Officer.

G.2.1 The Contracting Officer is the only person authorized to approve changes to any of the terms and conditions of this purchase order. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the purchase order price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the purchase order, or to modify any term or condition of this purchase order. The Contracting Officer is the only individual who can legally obligate government funds. No cost chargeable to the proposed purchase order can be incurred before receipt of a fully executed purchase order, which includes any subsequent purchase order modifications or other specific written authorization from the Contracting Officer.

G.2.2 The Contractor shall not comply with any order, direction, or request of government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as a part of this purchase order. No order, statement, or conduct of government personnel, other than the Contracting Officer, who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this purchase order shall constitute a change under the terms for changes included in FAR 52.212-4 of this purchase order.

G.2.3 The procuring and administering Contracting Officer for this purchase order is:

Elijah Anderson
Office of Procurement
Court Services and Offender Supervision Agency
(CSOSA) 800 North Capitol St., NW
Washington, DC 20002-4260
Phone: 202.220.5795 (office) / 202.352.0537 (mobile)
Email Address: Elijah.Anderson@csosa.gov

G.3 Electronic Invoicing and Payment Requirements – Invoice Processing Platform

G.3.1 Payment requests must be submitted electronically through the U.S. Department of Treasury’s Invoice Processing Platform (IPP) system using the “Bill to Agency” of **Interior Business Center – FMD**.

G.3.2 Definitions.

G.3.2.1 “Contract” as used throughout this clause means the type of contract identified in Section B.3.

G.3.2.2 “Payment request” means any request for contract financing payment or invoice payment by the Contractor.

G.3.3 To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause FAR 52.212-4, Contract Terms and Conditions – Commercial Items, included in commercial item contracts.

G.3.4 IPP Registration. The IPP website address is: <https://www.ipp.gov>. The Contractor must use the IPP website to register, access, and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve normally within 3-5 business days of the contract award date. Assistance with enrollment may be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@fiscal.treasury.gov or by phone at (866) 973-3131

G.4 Payment Request/Invoice Submission.

G.4.1 Invoices shall be submitted in IPP with a unique invoice number and no more than once a month, unless otherwise authorized under this contract.

G.4.2 The payment request/invoice submission must identify the specific Contract Line Item Number (CLIN) for which the Contractor is seeking payment under the contract.

G.4.3 In addition to providing the information required by IPP, the Contractor shall include in IPP as an attachment(s) to the specific payment request/invoice amount the following information for each CLIN:

- Contractor’s Contact Information;
- CSOSA’s Billing Information, i.e.:
CSOSA, Office of Financial Management
800 North Capitol Street, NW, 6th Floor
Washington, DC 20002-4260
- Unique Invoice Number;

- Total Invoice Amount;
- Contract Line-Item Number (CLIN) and description (as shown on page 2 above); and
- Quantity invoiced, unit price per session, and extended total; and
- Date(s) of each session invoiced occurred.

G.5 CSOSA is bound by the Prompt Payment Act (5 CFR Part 1315) to reimburse Contractors on the 30th calendar day after a proper and valid invoice is officially received by the Agency.

G.6 Invoices submitted in IPP to incorrect or without required or valid attachment information are not considered proper.

G.7 Improper or invalid IPP invoices shall be disputed / rejected by CSOSA in their entirety. If the invoice is disputed / rejected by CSOSA, the Contracting Officer or COR appointed to the contract will notify the Contractor in writing of the dispute within seven (7) days of the CSOSA invoice official receipt date (the received date stamped on the invoice by OFM). CSOSA's written dispute / rejection notification will identify the specific invoice items and amounts being disputed, reason the items or amounts are disputed, a reference to the specific terms of the contract which supports the government's dispute and a request for an immediate explanation and / or corrected invoice. In addition, the invoice will be rejected by CSOSA in IPP. The Contractor shall re-submit corrected invoices in IPP, with required attachments, using a new, unique invoice number.

G.8 Properly disputed invoice amounts are not subject to late payment interest computations during the period of dispute. Per FAR Part 32 the Contracting Officer has the final authority to approve payment of an invoice.

G.9 The Contractor should review IPP to determine the current status of a submitted invoice. Contractor inquiries concerning an invoice payment may be made to the CSOSA Office of Financial Management (OFM) thirty (30) calendar days after a proper invoice has been submitted. The Contractor may make payment inquiries to by calling OFM, Ms. Sheleta Slye, at 202-220-5639 or emailing OFM at sheleta.slye@csosa.gov.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Government Property. Government property will be provided to the Contractor. While on-site Contractor personnel will be provided with access to office equipment, including, but not limited to, workspaces, phones, computers, printers, copiers, and fax machines. Access badges will be provided for all Contractor personnel assigned to work at the RSC. All Government property will be returned within 24 hours of the termination of any Contractor personnel assigned to work at the RSC or upon termination of the purchase order.

H.2 Use and Charges. As authorized by FAR 52.245-9 Use and Charges (included in Section I below), the Contractor is authorized to use any Government property provided in the performance of any work awarded under this purchase order without charge.

H.3 Material Purchases. No materials are included in this purchase order. Contractor shall not purchase materials in the performance of this purchase order.

H.4 Unforeseen Closures, Work Stoppage and Government Closures. Uncontrollable or unforeseeable circumstances such as, acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, inclement weather or special Federal or ceremonial events, may cause the Government to close. Under such circumstances, the Contractor will be required to follow the directions of the COR or Contracting Officer. Under such a situation, CSOSA will not pay for delivered sessions. The Contractor shall prepare and maintain a current contingency plan to ensure continuity of services should unforeseen circumstances occur, such as employee work actions or strikes. The plan must be available for CSOSA review within 14 days of the purchase order award.

H.5 Review of Announcements or Publishing. Neither the Contractor, nor any affiliate, subsidiary, consultant, subcontractor, nor personnel thereof, shall make public releases of information or any matter pertaining to this purchase order, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of this purchase order.

H.6 Contractor Personnel Conduct.

H.6.1 Contractor personnel shall comply with all applicable government regulations, policies, and procedures (e.g., fire, safety, sanitation, environmental protection, security, “off limits” areas, and possession of weapons) when visiting or working at the CSOSA RSC.

H.6.2 Contractor personnel shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, as described in Attachment J-1, Standards of Conduct, to reflect credit on themselves, their employee, CSOSA, and the Government.

H.7 Period of Claim. Notwithstanding the claim period stated in FAR 52.212-4(d), Disputes, and pursuant to FAR 33.206, Initiation of a Claim, the Contractor agrees to submit any claim related to this purchase order within 12 months after accrual of the claim.

H.8 Key Personnel.

H.8.1 All personnel assigned to this purchase order are considered essential to the work being performed under this purchase order and therefore, are considered key personnel.

H.8.2 The Contractor shall ensure that its staff maintains any required professional certifications, accreditations, and proficiency relative to their areas of expertise. CSOSA is not

responsible to pay expenses incurred by the Contractor or by individual Contractor personnel to meet professional certifications requirement.

H.8.3 Key personnel may, with the consent of the contracting parties, be changed from time to time during the course of the purchase order by adding or deleting personnel, as appropriate, in order to provide sufficient personnel possessing the education, training and experience necessary to perform the services required by this purchase order.

H.8.4 If one or more of the key personnel, for any reason, becomes, or is expected to become, unavailable for work under this purchase order for a continuous period exceeding thirty work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor will promptly notify the Contracting Officer and COR and will, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications. All Contractor personnel will be required to receive approval from the COR through resume submission. CSOSA reserves the right to accept or reject any or all of the candidates.

H.8.5 Before removing or replacing any key personnel, the Contractor shall notify the Contracting Officer and COR, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this purchase order. The Contractor shall not remove or replace personnel until the Contracting Officer has been given reasonable time to determine whether doing so could have a negative effect on the performance of the purchase order terms.

H.9 Personnel Security Requirements.

H.9.1 The Contractor agrees to adhere to all regulations prescribed by the Government in regard to the safety and security of staff and offenders/defendants. All Contractor personnel (employees and authorized subcontractors) utilized under this purchase order shall submit to a CSOSA background check and, if necessary, a background investigation prior to performing. The intent and purpose of the background check/ investigation is to preclude the assignment of any individual who poses a threat to the Government, CSOSA clients, or successful work completion due to past unlawful or inappropriate behavior. Contractor personnel must be a U.S. citizen or be lawfully permitted to reside in the United States, and possess a valid work permit. The Contractor shall ensure that an individual does not begin work under this purchase order until the background checks are conducted and approved by the CSOSA Office of Security and the Contracting Officer has provided the appropriate notification.

H.9.2 CSOSA Background Checks. Once the purchase order has been awarded, the Contractor shall provide the COR with completed and signed security forms for Contractor and subcontractor personnel. The forms to be completed are:

- CSOSA Security Form for Temporary Contractors (Form # CSOSA-SEC-0010) (Attachment J-2);
- CSOSA Credit Release (Attachment J-3); and
- PIV Form (to be completed by COR if an access card is needed. If an access card is not needed, this form is not required) (Attachment J-4).

H.9.2.1 The completed security forms to the Office of Security to conduct the CSOSA background checks. Once the CSOSA background checks are conducted and approved, the Office of Security will issue security approval to/through the Contracting Officer, who in turn will notify the Contractor and the COR. Only at that time may the Contractor notify an individual to begin work under this purchase order.

H.9.2.2 Once an individual has been granted security approval, they can begin work. **The Contractor must allow up to 30 days for the Office of Security to process the CSOSA background checks.**

H.9.2.3 Derogatory information, falsification of any forms, or refusal to supply information or forms may be considered justification for immediate security denial/removal of the individual. CSOSA has the right to request any additional information necessary to complete the CSOSA background check. If Contractor personnel fail to provide any of the above information or cooperate with the CSOSA Office of Security, he/she will be disapproved/removed immediately.

H.9.3 Defense Counterintelligence and Security Agency (DCSA) Background Investigation. Contracts of 180 days or more may require Contractor staff to undergo a background investigation by DCSA in addition to the CSOSA background check. The CSOSA Office of Security will provide the additional security forms required for initiation of the DCSA background investigation. The Contractor will ensure that each individual assigned to this purchase order provides the following forms to the CSOSA Office of Security:

- a. SF-85P, Questionnaire for Public Trust Positions (web-accessible form) - The Office of Security will provide the link for individuals to complete this form electronically.
- b. OF 306, Declaration for Federal Employment.
- c. FD 258, Fingerprint Cards.

H.9.4 If an individual is terminated, resigns, or for any other reason is no longer working on the purchase order, the Contractor shall ensure that all previously issued CSOSA equipment and material (including CSOSA identification card, if one has been issued) is retrieved from that individual and returned to the Contracting Officer within 24 hours of the termination. The Contractor must notify the Contracting Officer immediately when an individual is no longer working on the purchase order. The Contracting Officer must immediately notify the CSOSA Office of Security and Information Technology in writing so all electronic access can be promptly terminated. In addition, the Contractor shall coordinate with the Contracting Officer or COR to identify a replacement if necessary. Replacements cannot start work until

the CSOSA Office of Security provides approval.

H.9.5 Any individual who has been removed from performance under the purchase order may be required to undergo another CSOSA background check before resuming work.

H.9.6 Both the Contracting Officer and the COR shall ensure that all Contractor and approved subcontractor employees who provide direct services under this purchase order have been approved by the CSOSA Office of Security.

H.9.7 Any individual who has been temporarily removed or resigned may be required to undergo another CSOSA background check before resuming work.

H.9.8 By responding to the CSOSA solicitation, Contractor, and approved subcontractor personnel, agree to provide the requested information and cooperate with the above listed procedures. Any Contractor or approved subcontractor employee who does not obtain a favorable adjudication for the CSOSA background check, or DCSA background investigation, will be unable to perform services under this purchase order. The final adjudicative determination will be made at the sole discretion of CSOSA.

H.10 Independent Contractor Status.

H.10.1 Contractor is an independent contractor, and neither Contractor nor Contractor's employees or purchase order personnel are, or shall be deemed, Government employees. In its capacity as an independent Contractor, Contractor agrees and represents, and the Government agrees, as follows:

H.10.1.1 Contractor has the right to control and direct the means, manner, and method in which to perform services required by CSOSA through this purchase order.

H.10.1.2 Contractor has the right to hire assistants as subcontractors to provide the services required by this purchase order provided Contractor notifies the Government in writing of the need to hire subcontractors and receives the expressed written permission from the Government before hiring any subcontractor under this purchase order.

H.10.1.3 The services required by this purchase order shall be performed by Contractor, Contractor's employees, or subcontractors, and the Government shall not hire, supervise, or pay any assistants or subcontractors to help Contractor.

H.10.2 The Contracting Officer, COR and Contractor shall meet as deemed appropriate by all three parties to discuss program issues, purchase order deliverables, resident issues, contractual/financial expenditures etc.

H.11 Insurance.

H.11.1. Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this purchase order, the types of insurance specified below and shall immediately notify CSOSA if any insurance policy lapses or changes. Within 7 days of purchase order award and at the beginning of each subsequent option period, the Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this purchase order. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its approved subcontractors to carry the same insurance required herein. All required policies shall contain a waiver of subrogation provision in favor of the Government of the United States and/or CSOSA. The Government shall be included in all policies required hereunder to be maintained by the Contractor and its approved subcontractors (except for workers' compensation and professional liability insurance) as an additional insured for claims against CSOSA or The United States relating to this purchase order, with the understanding that any affirmative obligation imposed upon the insured Contractor or its approved subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its approved subcontractors, and not the additional insured.

H.11.2 The following insurance coverage and minimum amounts are required to be maintained by the Contractor in the performance of all work including in this purchase order.

H.11.2.1 Workers' Compensation. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia, or the jurisdiction in which any work ordered under the purchase order is performed.

H.11.2.2 Employer's Liability. \$500,000.00.

H.11.2.3 General Liability. \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

H.11.2.4 Property Liability. \$100,000.00.

H.11.2.5 Professional Liability. \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

H.11.2.6 Employer Practices Liability. \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

H.12 Indemnification.

H.12.1 The Contractor agrees for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the Government and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "Government") from and against any and all claims made by third parties or by the Government for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees or subcontractors, in performance or nonperformance of its work called for by the Purchase order Documents.

H.12.2 The Contractor shall:

H.12.2.1 Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may reasonably be expected to involve indemnification under this clause.

H.12.2.2 Immediately furnish to the Government copies of all pertinent papers of the Contractor that pertain to any indemnification matter.

H.12.2.3 Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires.

H.12.2.4 Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

H.12.3 The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

H.12.4 This indemnification shall survive the termination of this purchase order.

H.13 Access to Sensitive Information.

H.13.1 Work under this purchase order may involve access to sensitive information* which shall not be disclosed by the Contractor unless authorized by the Contracting Officer. To protect sensitive information, the Contractor shall provide training to any Contractor employee authorized access to sensitive information and, upon request of CSOSA, provide information as to an individual's suitability to have such authorization. Contractor employees found by CSOSA to be unsuitable, or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under this purchase order when requested by the Contracting Officer.

H.13.2 The Contractor shall ensure that Contractor employees are citizens of the United States of America, or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status). The Contractor shall include the above requirements in any approved subcontract awarded involving access to CSOSA facilities, sensitive information, and/or resources.

****Sensitive Information is Personally Identifiable Information (PII), proprietary data or other information that, if subject to unauthorized access, modification, loss, or misuse could adversely affect national interest, conduct of Federal programs, or the privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.***

H.14 Anti-Harassment Policy. CSOSA is committed to creating and maintaining a work environment free from harassment of any type, and we expect the same from CSOSA Contractors. Therefore, Contractor shall show a commitment to:

- a. Communicating that harassing behavior of any type is not to be tolerated by its management, employees, subcontractors, and residents.
- b. Fostering a work and living environment free from harassment by ensuring that appropriate officials are notified of, and have the opportunity to correct, harassing behavior promptly.
- c. Addressing harassing behavior and holding management, employees, subcontractors, and residents accountable at the earliest possible stage.
- d. Ensuring there is an appropriate process of reporting and investigating any alleged harassment of any kind.

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov>

I.2 The following clauses are incorporated by reference:

FAR Clause No.	Title	Date
52.212-4	Contract Terms and Conditions – Commercial Items	DEC 2022
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.242-15	Stop-Work Order	AUG 1989

52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012

I.3 FAR 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2023).

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

— (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

— (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

— (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

— (5) [Reserved].

— (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

— (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

— (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

X (9) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

— (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

— (11) [Reserved].

— (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

— (13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

— (14) [Reserved]

X (15) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

— (ii) Alternate I (MAR 2020) of [52.219-6](#).

— (16)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

— (ii) Alternate I (MAR 2020) of [52.219-7](#).

— (17) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

— (18)

(i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).

— (ii) Alternate I (Nov 2016) of [52.219-9](#).

— (iii) Alternate II (Nov 2016) of [52.219-9](#).

— (iv) Alternate III (JUN 2020) of [52.219-9](#).

— (v) Alternate IV (SEP 2021) of [52.219-9](#).

- (19) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-13](#).
- (20) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
- _X_ (23) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2023) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (27) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- _X_ (28) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- _X_ (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- _X_ (30) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- _X_ (31)
 - (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
 - (ii) Alternate I (FEB 1999) of [52.222-26](#).
- _X_ (32) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (JUL 2014) of [52.222-35](#).
- _X_ (33) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (ii) Alternate I (JUL 2014) of [52.222-36](#).
- (34) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- _X_ (36) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

— (37) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

— (38) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

— (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

— (41) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (OCT 2015) of [52.223-13](#).

— (42) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun2014) of [52.223-14](#).

— (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

— (44) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

— (ii) Alternate I (JUN 2014) of [52.223-16](#).

X (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

— (46) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

— (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

X (48) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

— (ii) Alternate I (JAN 2017) of [52.224-3](#).

— (49) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

— (ii) Alternate I (OCT 2022) of [52.225-1](#).

— (50) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

— (ii) Alternate I [Reserved].

- (iii) Alternate II (DEC 2022) of [52.225-3](#).
 - (iv) Alternate III (JAN 2021) of [52.225-3](#).
 - (v) Alternate IV (Oct 2022) of [52.225-3](#).
 - (51) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
 - X_ (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (53) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
 - (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
 - (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
 - (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
 - (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
 - X_ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
 - (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
 - (61) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
 - X_ (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
 - (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
 - (64)
 - (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
 - (ii) Alternate I (APR 2003) of [52.247-64](#).
 - (iii) Alternate II (Nov 2021) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

— (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

— (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

— (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

— (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

— (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vii) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(viii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

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

(xiii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiv)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

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

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

(xvii) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

I.4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 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 24 months.

(End of clause)

I.5 FAR 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997).

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe;
or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

SECTION J - LIST OF ATTACHMENTS

- Attachment J-1: Standards of Conduct
- Attachment J-2: CSOSA Security Form for Temporary Contractors
- Attachment J-3: CSOSA Credit Release
- Attachment J-4: PIV Form
- Attachment J-5: Cover Letter
(Applicable to the solicitation only; will be removed at award)
- Attachment J-6: FAR 52.212-3 Offeror Representations and Certifications-Commercial Items
(Applicable to the solicitation only; will be removed at award)
- Attachment J-7: Solicitation Price Sheet
(Applicable to the solicitation only; will be removed at award)

Section K – Representations, Certifications, and Other

K.1 Complete FAR 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services, *as appropriate*.

K.1.1 No submission regarding Attachment J-5, FAR 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services, with the entity's quotation is required if the submitter's completed annual representations and certifications entered or completed in the System for Award Management (SAM) in the last 12 months are current, accurate, complete, and applicable to this solicitation (including the business size standard).

K.1.2 If this solicitation results in any exceptions to the submitter's annual representations and certifications entered or completed in the last 12 months in the System for Award Management (SAM) accessed through <https://www.sam.gov>, *only complete* paragraph (b)(2) of this provision.

K.1.3 If the annual representations and certifications have not been completed electronically, *only complete* paragraphs (c) through (v) of FAR 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTIFICATIONS TO OFFERORS

L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation 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. 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 these Internet addresses:

<https://www.acquisition.gov/>

(End of provision)

L.2 The following solicitation provisions are incorporated by reference:

FAR Provision No	Title	Date
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.212-1	Instructions to Offerors – Commercial Items	MAR 2023
52.217-5	Evaluation of Options	JUL 1990

L.3 FAR 52.216-1 -- Type of Contract (APR 1984)

The Government contemplates award of a firm fixed price (FFP) with fixed-price unit rates purchase order resulting from this solicitation.

(End of Provision)

L.4 Organizational Conflicts of Interest. With the submission of its quotation, the entity submitting a quotation warrants that, to the best of the Quoter's knowledge and belief, there are no relevant facts or circumstances which give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Quoter has disclosed all such relevant information.

L.5 Submission Requirements. Any quotation submitted shall include a completed Cover Letter, a Technical Quotation, and a Price Quotation consisting of the information outlined below. These three elements together constitute a complete submission.

L.5.1 Cover Letter. The Cover Letter shall consist of a completed Attachment J-6.

L.5.2 Technical Quotation.

L.5.2.1 Format. *The technical quotation shall be in Word or PDF format.* The technical quotation shall include all information addressing the following non-price evaluation factors:

- L.5.2.1.1 Factor 1: Qualifications of Proposed Key Personnel
- L.5.2.1.2 Factor 2: Draft Activities Plan

L.5.2.2 Submission requirements for Factor 1: Qualifications of Proposed Key Personnel (Submission requirements for Section M.3.1). Provide a resume for each proposed Key Person. Resumes shall:

- Be no more than three pages;
- Only cover the last ten years;
- Identify all education degrees received; and
- Include adequate information to evaluate the qualifications, experience, and suitability for performing the work included in Section C, i.e., dates of employment, employer, work performed during that position, and how that work relates to the work included in Section C, Statement of Work, i.e., demonstrated experience in activity-based recreational therapy.
- Name, phone, agency, and email address for a reference that can be contacted who has knowledge regarding the Contractor's performance on the identified project. Ensure the reference provided is current and available.
- If the proposed Key Person is **not** currently employed by the Quoter, then include along with the submitted resume a letter of commitment ***signed by the Key Person***, or a contingent offer of employment from the Quoter to the proposed Key Person, which has been accepted by the proposed Key Person. Acceptance of the contingent offer of employment by the Key Person shall be demonstrated by the Key Person's signature on a copy of the contingent offer of employment, or a letter, signed by the Key Person, accepting the contingent offer of employment.

L.5.2.3 Submission requirements for Factor 2: Draft Activities Plan (Submission requirements for Section M.3.2). Provide a Draft Activities Plan outlining the planned activities for each of the 416 sessions to occur in each of the 12-month periods of performance, i.e., Base Period and Option Period 1. The Final Activities Plan will be provided at the post award meeting with all the information required by solicitation section C.3.5 above.

L.5.3 Price Quotation (Submission requirements for Section M.4).

L.5.3.1 The Price Quotation will consist of a completed Attachment J-7, Solicitation Price Sheet, with Unit Prices and Totals for each Item Number. The Price Quotation must be based on the Quoter's own technical quotation and the solicitation requirements. ***Note: Quoter's are not to make any changes to Attachment J-7 other than inserting the Unit Price and the Total Not-to-Exceed Amount.***

L.5.3.2 The Price Quotation has no page limitations; however, other than the required documents identified above, no additional information is necessary. If additional information is submitted beyond what is identified for the Price Quotation, it should be minimal.

L.5.4 Representations and Certifications – Section K, FAR 52.212-3.

L.5.4.1 If the Contractor's on-line representations and certification has not been updated in the last 12 months or if there is any information that requires changing for this solicitation, the

Contractor shall submit the required information on Attachment J-5, FAR 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services.

L.5.4.2 No submission of any information on Attachment J-5 with the Contractor's proposal is considered to denote the Contractor has completed annual representations and certifications in SAM within the last 12 months and that all information is applicable to this solicitation.

L.6 Due Date for Submission of Questions. Questions are due no later than Wednesday September 13, 2023, 2:00 PM Eastern Daylight Time (Local Washington, D.C. time), and shall be submitted directly to Mathew.Collins@csosa.gov. Questions must be clear, concise, and provide a solicitation reference cite (page # and paragraph # of the RFQ to which the question refers). Questions received after this time may not be answered.

L.7 Submission of Quotations.

L.7.1 The Cover Letter, Technical Quotation, and Price Quotation together constitute a complete submission. All quotations shall be submitted electronically via email to Mathew.Collins@csosa.gov with the subject line "Response to RFQ 9594CS23Q0077 - *Insert Name of Contractor.*" ***Quotations must be submitted to the email address identified above.***

L.7.2 The email submitting quotations as identified above shall include the following documents:

- File 1: Cover letter (completed *Attachment J-6*).
- File 2: Technical Quotation – Factor 1 (with all information required by L.5.2.2).
- File 3: Technical Quotation – Factor 2 (with all information required by L.5.2.3).
- File 4: Price Quotation and, if applicable, Representations and Certifications (with all information required by L.5.3 & L.5.4).

L.7.3 Each file shall be submitted as a separate PDF document, with each page numbered in sequential order. The Quoter is responsible for ensuring the PDF document is organized in sequential order.

L.7.4 For each PDF document, the font size shall not be less than 12-point for body text and 10-point for graphs, charts, and tables, with one inch top, side, and bottom margins. Paper size shall be 8.5 inches by 11 inches.

L.7.5 If the size of all the above identified files attached to the email total more than **5MB**, provide multiple emails with the subject line "Response to RFQ 9594CS21Q0014, Email 1 of ..." and so on.

L.7.6 Quotations shall be received no later than September 21, 2023 at 5:00 PM (Local Washington, D.C. time).

L.7.7 Entities submitting a quotation shall assume full responsibility for ensuring that the submission is received as required no later than the established date and time in solicitation section L.7.6 above. Late quotations are subject to the terms specified in FAR 52.212-1, Instructions to Offerors – Commercial Items. As such, it is strongly suggested that quotations be submitted early enough to allow for transmission problems that may be encountered with the Internet.

L.8 Completeness. Quoter's quotation must contain all of the elements outlined in Section L.5.

L.9 Incumbent Contractor. There is no incumbent contractor.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis for Award.

M.1.1 The basis of award will be the best value to Government. The Government will evaluate each submission as a whole and make an award to the entity that, in the Government's estimation, provides the greatest overall benefit in response to the requirement considering price and non-price factors combined.

M.1.2 All contract line items (CLINs), including optional CLINs combined, will be evaluated by the Government.

M.1.3 Award may be made to other than the lowest priced proposal if the Government determines that a price premium is warranted due to technical merit. As the non-price factors approach equality, greater will be the importance of price in making the award determination.

M.1.4 The Government intends to evaluate all submissions and make an award without further communications with submitters. The Government reserves the right to conduct further communications if the Contracting Officer later determines them to be necessary.

M.1.5 The Government intends to make a single award as a result of this solicitation.

M.2 Order of Importance. Factor 1, Qualifications of Proposed Key Personnel, and Factor 2, Draft Activities Plan, are of equal importance. When combined, the non-price factors are more important than price.

M.3 Non-Price Evaluation Factors.

M.3.1 Factor 1: Qualifications of Proposed Key Personnel. The qualifications of proposed key personnel will be evaluated to determine that each person proposed meets the required qualifications identified in Sections C.5 and C.6 of this solicitation.

M.3.2 Factor 2: Draft Activities Plan. The submitted Draft Activities Plan will be evaluated based on the level of variety of activities for the 416 sessions occurring in each period of performance.

M.4 Price. The submitter's total price will be evaluated for completeness and reasonableness in relation to the solicitation requirements. All prices for all CLINs will be added to arrive at a total evaluated price. Quoted prices must be entirely compatible with the technical submission.