

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF <b>36</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>9594CS23Q0077</b>	
						6. SOLICITATION ISSUE DATE <b>09/08/2023</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Matthew Collins</b>				b. TELEPHONE NUMBER (No collect calls) <b>(202) 369-7635</b>	
						8. OFFER DUE DATE/ LOCAL TIME <b>See Section L</b>	
9. ISSUED BY <b>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</b>				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: <b>621340</b> <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) <b>SIZE STANDARD: \$12.5M</b>			
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 <b>See Section F</b>		CODE		16. ADMINISTERED BY <b>See Block 9</b>			
				CODE			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>Court Services and Offender Supervision Agency Office of Financial Management 800 North Capitol Street, NW, 6th Floor Washington, DC 20002-4260</b>	
						CODE	
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>
<b>Total Base Period and Option Period 1 NTE Amount</b>					<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.









## **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.











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](mailto:Elijah.Anderson@csosa.gov)











- 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





## **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:

<b>FAR Clause No.</b>	<b>Title</b>	<b>Date</b>
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) ( [15U.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:

<b>FAR Provision No</b>	<b>Title</b>	<b>Date</b>
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](mailto: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](mailto: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.