

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

1. REQUISITION NUMBER: See Schedule  
 PAGE OF: 1 of 24  
 2. CONTRACT NO.: S10F0105N  
 3. AWARD EFFECTIVE DATE:  
 4. ORDER NUMBER: HHSP233200900316G  
 5. SOLICITATION NUMBER:  
 6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: **BRENDAN MILLER**  
 8. NAME: **BRENDAN MILLER**  
 9. TELEPHONE NUMBER (No collect calls):  
 8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY: **DAM**  
 DHH\$/PSC/SAS/DAM  
 Parklawn Building, Room 5-101  
 5600 Fishers Lane  
 Rockville MD 20857  
 10. THIS ACQUISITION IS:  
 UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  SOLE SOURCE  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS:  
 13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)  
 YES  NO  
 13b. RATING:  
 14. METHOD OF SOLICITATION:  
 RFQ  IFB  RFP

15. DELIVER TO: **Multiple Destinations**  
 CODE:  
 16. ADMINISTERED BY: **DAM**  
 DHH\$/PSC/SAS/DAM  
 Parklawn Bldg., Room 5-101  
 5600 Fishers Lane  
 Rockville MD 20857

17a. CONTRACTOR/OFFEROR: **VERA INSTITUTE OF JUSTICE INC 356370**  
 CODE: **356370**  
 FACILITY CODE:  
 18a. PAYMENT WILL BE MADE BY: **FMS**  
 CODE: **FMS**

VERA INSTITUTE OF JUSTICE INC 356370  
 VERA INSTITUTE OF JUSTICE, INC.  
 233 BROADWAY FL 12  
 NEW YORK NY 10279-1299  
 TELEPHONE NO.:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Tax ID Number: 13-1941627 DUNS Number: 073299836 Questions concerning this order may be referred to Mr. Brendan Miller (301) 443-5241. Pro-Bono Legal Services for Unaccompanied Children Base Year Requisition No: ACF11997, ACF2778 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				5,050,000.00

25. ACCOUNTING AND APPROPRIATION DATA: See schedule  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$5,050,000.00

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT REF. OFFER DATED 07/27/2009. YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: (b)(6)  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): (b)(6)

30b. NAME AND TITLE OF OFFEROR (Type or print): **GEN GOLDSTEIN VICE PRESIDENT**  
 30c. DATE SIGNED: **7/31/09**  
 31b. NAME OF CONTRACTING OFFICER (Type or print): **DONALD S. HADRICK**  
 31c. DATE SIGNED: **7/31/09**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Delivery Location Code: ACF Admin for Children + Families Administration for Children and Fam 370 L'Enfant Promenade, S.W. Washington DC 20447 US Amount: \$1,000,000.00 Accounting Info: 2009.G99UPR9.25102 Appr. Yr.: 2009 CAN: G99UPR9 Object Class: 25102 Funded: \$1,000,000.00  Delivery Location Code: PERRYPOINT-201 PerryPoint-201 228 3RD STREET ROOM 350 HARRISBURG PA 17101 US Amount: \$4,050,000.00 Accounting Info: 2009-G99UPR9-25102 Appr. Yr.: 2009 CAN: G99UPR9 Object Class: 25102 Funded: \$4,050,000.00 Period of Performance: 08/01/2009 to 07/31/2010  Pro-Bono Legal Services for Unaccompanied Children  Option Year I Amount: \$5,303,385.00 (Option Line Item) Period of Performance: 08/01/2010 to 07/31/2011  Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY _____		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print) _____
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____	41c. DATE _____
42b. RECEIVED AT (Location) _____	
42c. DATE REC'D (YY/MM/DD) _____	42d. TOTAL CONTAINERS _____

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS10F0105N/RHSP233200900316G

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NAME OF OFFEROR OR CONTRACTOR  
 VERA INSTITUTE OF JUSTICE INC 356370

ITEM NO. (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3	Pro-Bono Legal Services for Unaccompanied Children Option Year II Amount: \$5,519,828.00 (Option Line Item) Period of Performance: 08/01/2011 to 07/31/2012				0.00
4	Pro-Bono Legal Services for Unaccompanied Children Option Year III Amount: \$5,763,983.00 (Option Line Item) Period of Performance: 08/01/2012 to 07/31/2013				0.00
5	Pro-Bono Legal Services for Unaccompanied Children Option Year IV Amount: \$6,008,896.00 (Option Line Item) Period of Performance: 08/01/2013 to 07/31/2014				0.00
The total amount of award: \$27,646,092.00. The obligation for this award is shown in box 26.					

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**Consideration and Payment** - In consideration of satisfactory performance of the work as described throughout this order, the Government will pay the Contractor the firm fixed price minus travel each month in performance of the work described herein. Please see Attachment I – Pricing Template for complete breakdowns.

<b>Total Base Year:</b>	<b>\$5,050,000</b>
<b>Total Option Year I:</b>	<b>\$5,303,385</b>
<b>Total Option Year II:</b>	<b>\$5,519,828</b>
<b>Total Option Year III:</b>	<b>\$5,763,983</b>
<b><u>Total Option Year IV:</u></b>	<b><u>\$6,008,896</u></b>
<b>Total Base and Option Years:</b>	<b>\$27,646,092</b>

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ORR Pro Bono Legal Services for Unaccompanied Children

**Statement of Work**

Scope of Work:

The U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement (ORR) requires a contractor to develop and coordinate a program to increase capacity of *pro bono* legal service representation efforts before the Executive Office for Immigration Review (EOIR) for unaccompanied alien children (UAC) in HHS custody and care, to recommend models for recruiting, training, and supervising linguistically capable and independent volunteer child advocates, and to facilitate access to legal representation for UAC who are released to sponsors, including coordination with EOIR in providing legal orientation presentations to the sponsors.

Background:

On March 1, 2002, the Homeland Security Act of 2002, §462, 6 U.S.C. § 279, transferred the functions under U.S. immigration laws regarding the care and placement of unaccompanied alien children (UAC) from the former Immigration and Naturalization Service to the Director of the Office of Refugee Resettlement (ORR). The Division of Unaccompanied Children's Services (DUCS) was created within ORR to serve this purpose. The UAC population includes those who: (1) have no lawful immigration status in the United States; (2) have not attained 18 years of age; and (3) with respect to whom – (i) there is no parent or legal guardian in the United States; or (ii) no parent or legal guardian in the United States is available to provide care and physical custody.

On December 23, 2008, the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008 (TVPRA) was passed. The law modified and expanded HHS' role in the care of UAC. Relevant to this Statement of Work, section 235(c)(5) of the (TVPRA), 8 U.S.C. § 1232(c)(5) states, "[t]he Secretary of Health and Human Services shall ensure, to the greatest extent practicable and consistent with section 292 of the Immigration and Nationality Act (8 U.S.C. 1362), that all unaccompanied alien children who are or have been in the custody of the Secretary [of HHS] or the Secretary of Homeland Security . . . have counsel to represent them in legal proceedings . . . To the greatest extent practicable, the Secretary of Health and Human Services shall make every effort to utilize the services of pro bono counsel who agree to provide representation to such children without charge." In addition, section 235(c)(6), 8 U.S.C. § 1232(c)(6) notes, "[t]he Secretary of Health and Human Services is authorized to appoint independent child advocates for child trafficking victims and other vulnerable unaccompanied alien children."<sup>1</sup>

DUCS identifies care options and placements for UAC in licensed shelters, group homes, secure facilities, or foster care, according to their specific needs. In making placements, DUCS is guided by the principles that all UAC should be treated with dignity, respect,

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<sup>1</sup> Section 235 of the TVPRA became effective on March 23, 2009.

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and special concern for their particular vulnerability, all UAC must be placed in the least restrictive setting that is in the best interest of the UAC, and each UAC shall be provided care and services free from discrimination based on race, religion, national origin, sex, handicap, or political belief.

UAC are particularly vulnerable, having faced traumatic situations in their home countries, such as dire poverty, war, forced military recruitment, domestic violence, gang violence, and government neglect. Some are also very young, most have little or no formal education, and are primarily non-English speaking. After apprehension by DHS, and housed in DUCS contracted shelters, these children face a complicated legal system. Professional legal counsel assists in determining if the children qualify for any immigration relief from removal back to their home countries. Other forms of relief may be available if the child has been a victim of human trafficking or other forms of criminal violence. In addition, UAC in HHS custody may have relatives in the United States to whom they can be released while their immigration cases are pending.

Legal representation for UAC can allow for increased efficiency in the immigration court system. Without dedicated, professional legal counsel to write persuasive, detailed applications, gather supporting documentation, and in some cases, provide compelling oral arguments, UAC may have very limited success in obtaining relief in immigration court. Furthermore, UAC without any relief from removal may need assistance to ensure a safe return back to his or her home country. In addition, the immigration system becomes more efficient because immigration judges do not need to delay cases to allow children to find attorneys. Qualified and competent legal service providers can provide legal representation or can successfully recruit and train pro bono attorneys. Moreover, these same legal service providers can facilitate the continuation of legal representation once a UAC is released to a sponsor.

Moreover, appointing a child advocate to vulnerable UAC in ORR custody can ensure the child's best interests are identified. An assigned child advocate spends time with the child and develops a relationship of trust with the child. Some of the duties of the child advocate will be to develop a service plan with the shelter facility staff and child's attorney, visit the child regularly, explain communication limitations and confidentiality to the child, obtain background information on the child, including information concerning the child's departure from his or her country or origin, the child's journey to the United States, the child's arrival in the United States, the period between apprehension and transfer to HHS custody, and time in the United States before apprehension, if any.

Significantly, the child advocate spends time with the UAC and speaks with the child's Clinical Counselor, Family Reunification Specialist, teachers, and other shelter staff to understand the child's current situation (for example, education, therapeutic services, social support, etc). The child advocate helps the child process information and explains the consequences of decisions, and assists the child to make decisions in situations in which the child requests help. For children who are not able to make decisions (due to

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cognitive or other reasons), the child advocate will identify the options that are in the child's best interests in a written report and will explain why other apparent options are excluded. The child advocate develops recommendations and advocates as to the best interests of the child with respect to issues related to the child's custody, care, detention, release and repatriation as well as with respect to any state and federal court proceedings involving the child.

HHS intends to develop a program based on the findings of a three year pilot program on capacity building to enhance pro bono representation with the result of increasing the capacity of non-profit legal service providers that can provide high-quality *pro bono* services for UAC in HHS custody. In addition, this legal access program will facilitate the legal representation for UAC who are released from HHS and coordinate the development of a child advocate program for vulnerable UAC in HHS custody. This will be achieved by building the capacity of organizations to develop and facilitate pro bono legal representation for UAC in HHS custody (including efforts focused on recruiting, training, mentoring, and retaining *pro bono* attorneys for UAC upon release from HHS custody), and by implementing a child advocate model to serve UAC in HHS custody. Such a model will be implemented after researching best practices and models for appointment of child advocates, including evaluating a current child advocate pilot program in Chicago to assess if this model can be applied at additional sites where HHS has children in custody.

Task Requirements:

- A) Contractor will identify legal service providers and organizations located near HHS-funded facilities. Criteria for the identification of organizations:
- 1) Average Daily Number of UAC in HHS-funded facilities located near the Organizations;
  - 2) Capacity and Resources of the Organization;
  - 3) Organization's experience in providing immigration legal services;
  - 4) Organization's experience working with children who suffer from trauma and/or who are victims of abuse, war, or political persecution.
- B) Contractor shall send requests for proposals to the identified organizations, evaluate submitted proposals, and award 10-15 subcontracts over the period of this award (this may increase if DUCS capacity increases) which will be subject to HHS approval. Subcontractors shall, in conjunction with and guidance from, the Contractor:
- 1) Develop and implement procedures for screening UAC in HHS custody and identifying the children's legal needs;

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- 2) Develop and implement strategies to conduct outreach to legal community surrounding the site to increase the pool of attorneys willing to volunteer their time to represent the children. This will also include:
  - i) Protocol for screening each volunteer to ensure that they have the appropriate experience, adequate resources, and the skills to work appropriately with children.
  - ii) Training for volunteer attorneys to enter information for the children into the contractor designed case management system
- 3) Coordinate assignment of *pro bono* attorneys for UAC in HHS custody;
- 4) Track scheduled immigration court dates and immigration judge decisions for UAC screened by the program;
- 5) Coordinate with other legal service providers and *pro bono* attorneys to ensure representation before immigration courts continues following release from HHS custody or transfer to another DUCS facility;
- 6) Perform on-site record keeping and maintenance of case management system created by contractor. This shall include, among other areas of information:
  - i) Children screened;
  - ii) Attorneys recruited;
  - iii) Children represented by the volunteer attorneys.
- 7) Conduct training on immigration law and procedures for newly recruited attorneys.

C) Contractor shall award subcontracts based upon:

- 1) Average number of children in HHS custody in the locality of the subcontractor
- 2) Cost of living where the organization is based
- 3) Existing capacity of the subcontractor and the cost of the capacity increase
- 4) Subcontract funds are specifically restricted to the services outlined in this Statement of Work, and must be consistent with § 292 of the Immigration and Nationality Act, 8 U.S.C. 1362.
- 5) Measures of performance for subcontractors will include:
  - i) Number of children screened;
  - ii) Time taken to secure legal representation;
  - iii) Number of children receiving legal representation;
  - iv) Number of children receiving formal legal representation;
  - v) Duration and level of commitment for each trained attorney, i.e. has the attorney taken more than one case, how many were asylum or SIJV as opposed to voluntary departure?



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- 6) Contractor shall provide technical assistance to Subcontractors including, but not limited to, the following areas:
  - i) Gathering information on national practices related to the outreach and maintenance of a pool of pro bono attorneys for UAC in HHS custody;
  - ii) Maintaining clear channels of communication, involving onsite visits, teleconferences and/or video conferences, and monthly data review;
  - iii) Sharing information on practices and resources among Subcontractors.
  
- D) Contractor shall:
  - 1) Research and evaluate various models for the recruitment, training, and supervision of linguistically capable volunteer child advocates.
  
  - 2) Provide a report on best practices and best models for appointing child advocates for UAC.
  
  - 3) Implement a child advocate program in a site to be determined by HHS and, after evaluating whether the program can serve as a national model, expand this same program to multiple locations as additional funding will allow.
  
- E) Contractor shall make on-going qualitative analysis to HHS on a quarterly basis related to the effectiveness of sites' legal access programs and child advocate program using:
  - a. Data
  - b. Information gathered from site visits, interviews with represented UAC, and technical assistance

**INSPECTION AND ACCEPTANCE**

1. The Contractor's performance and the quality of services provided hereunder shall be subject to final inspection and acceptance by the Contracting Officer in conjunction with the Contracting Officer's Technical Representative (COTR).

- 2 **PERIODIC INSPECTIONS:**

The COTR shall periodically conduct on-the-job inspections to determine the overall quality of contract performance, the job knowledge of individual employees, the effectiveness of training, and to observe and determine the conduct and appearance of uniformed personnel.

3. **TERM OF THE CONTRACT:**

Performance of this contract shall be 12 months, with the anticipated start date August 1, 2009. This contract contains four (4), twelve (12) month option periods which may which may be exercised at the Government's discretion in accordance with FAR Clause 52.217-9, "Option to Extend the Term of the Contract" (March 2000) [30 days].

4. **TYPE OF CONTRACT**

This contract shall be Fixed Price with re-imburseable travel expenses.

5. **SCHEDULE OF DELIVERABLES**

Informal draft materials may be e-mailed to the COTR for review. Deliverables shall not contain any identification or logos of the contractor.

- A) Identify legal service providers and organizations near DUCS facilities and where UAC are released to sponsors. Assess where access to legal services should be expanded. [60 days after contract signing]
- B) Identify sites where legal orientation services for sponsors will be set up. [60 days after contract signing]
- C) Provide a draft plan for a national referral network that will facilitate pro bono legal representation for UAC once released to a sponsor. [90 days after contract signing].
- D) Provide a draft plan for a national child advocate program to serve UAC in HHS custody which allows for HHS to appoint such advocates for vulnerable UAC. [90 days after contract signing].

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- E) Develop and expand training for pro bono attorneys and legal service provider attorneys on T-visas, U Visas, SIJ visas, and child welfare and child development, in order to improve the effectiveness of the legal orientation presentations for UAC.
- F) Notify legal service providers and organizations of request for proposals. [45 days after contract signing]
- G) Award of subcontracts to organizations [90 days after contract signing].
- H) Technical Assistance relating to outreach and training efforts from Contractor to Subcontractor [Ongoing during contract life]
- I) National training conferences shall occur in the base year and any awarded option years.
- J) A final report with recommendations submitted to HHS shall be produced within four weeks of the conclusion of the contract and shall demonstrate performance-based results, such as the overall impact of the child advocate program and legal access programs, how many children were served, etc.
- K) On-going analysis [Quarterly following award of subcontracts]

Unless otherwise specified, all reports or copies of reports shall be delivered to:

Department of Health and Human Services  
Program Support Center  
Division of Acquisition Management  
5600 Fishers Lane, Room 5-101  
Rockville, Maryland 20857

*Attn: Brendan Miller*

and

Department of Health and Human Services  
Office of Refugee Resettlement  
Aerospace Building  
901 D Street, S.W.  
Washington, DC 20447  
Attn: Maureen Dunn

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**6. CONTRACTOR PERFORMANCE**

At the COTR's discretion, he/she and the contractor's program manager will meet quarterly to evaluate the manner in which the contractor performed in accordance with the contract requirements and standards such as: good workmanship, the contractor's record of forecasting and controlling cost; the contractor's adherence to contract schedule, contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business like concern for the interest of the customer. The contracting officer may attend these meetings.

**7. FEDERAL HOLIDAYS**

The Contractor shall observe the following Federal holidays on the days observed by the Federal Government:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) Presidents Day
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Columbus Day
- (h) Veterans Day
- (i) Thanksgiving Day
- (j) Christmas Day

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**CONTRACT ADMINISTRATION**

**1. INVOICE SUBMISSION:**

In addition to the information required by FAR clause 52.212-4 Contract Terms and Conditions-Commercial Items (MAR 2009), the following information is also required for submission of a proper invoice.

- a. Signature of an authorized official certifying the invoice to be correct and proper for payment;
- b. Period of performance for which costs are claimed; and
- c. Tax identification number (employer's identification number) or social security number.
- d. The Contractor shall submit an original and one (1) copy of its invoice to:

Financial Management Services/Program Support Center  
Parklawn Building, Room 16a-12  
5600 Fishers Lane  
Rockville, Maryland 20857  
Attn: HHSP233200900316G

- e. One additional copy shall be sent to the following:

DHHS, Program Support Center  
Division of Acquisition Management, SAS  
Parklawn Building, Room 5-101  
5600 Fishers Lane  
Rockville, Maryland 20857  
Attn: HHSP233200900316G

and

Department of Health and Human Services  
Office of Refugee Resettlement  
Aerospace Building  
901 D Street, S.W.  
Washington, DC 20447  
Attn: Maureen Dunn

- f. Payment shall be made by:

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Financial Management Services/Program Support Center  
Parklawn Building, Room 16a-12  
5600 Fishers Lane  
Rockville, Maryland 20857

g. **Electronic Transfer of Funds Payment**

Pursuant to FAR 52.232-33, Payment of Electronic Funds Transfer – Central Contractor Registration, payments under this contract shall be made by electronic funds transfer (EFT)

**2. INVOICE PAYMENT:**

In consideration of satisfactory performance of the work as described throughout this order, the Government shall pay the Contractor 1/12 the yearly price of the contract excluding travel, plus any travel expenses incurred during that month. This amount will be payable upon presentation of a proper invoice and upon receipt and acceptance by the Government of the services specified in the Schedule. It is the requirement of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and quality standards of this contract. The Government is contracting for satisfactory performance of all work identified in the specifications, and deductions will, therefore, be made for any service not provided. The Government will determine monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work and supplements "Termination for Cause."

It is agreed that failure to: accomplish any work required under this contract; to satisfactorily accomplish such work; or to comply with any provisions of this contract, where due to the carelessness, neglect, or fault of the contractor, shall constitute a deficiency for which a reduction of payment will be made in accordance with the provisions of this contract.

**3. TECHNICAL MONITORING:**

Contracting Officers' Technical Representative Appointment and Authority

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officers' Technical Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and

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otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officers' Technical Representative does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officers' Technical Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.

(d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers' Technical Representative. If, in the opinion of the contractor, any direction of the Contracting Officers' Technical Representative, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

**4. Contracting Officer's Technical Representative (COTR):**

The COTR responsible for the technical requirements covered by this contract, as contemplated above, "Technical Monitoring" hereof, will be designated by separate correspondence.

**5. Performance Standards:**

Contractor performance will be evaluated based on –

- A. Adherence to order schedule and delivery dates;
- B. Extent to which the final deliverables address the statement-of-work;
- C. Extent of relevance and applicability of concepts in the deliverables to HHS constraints.
- D. Quality of content, including text, figures, and linkage.

**6. CONTRACTOR PERFORMANCE EVALUATION REPORT**

The Contractor's performance shall be evaluated annually. This evaluation shall become a part of the contract file and shall be used as past performance information in evaluating the Contractor's and any significant subcontractors' or affiliates' past performance on future contracts. The Contractor shall be given a minimum of 30 days to submit comments, rebutting statements, or additional information. A sample of the "Contractor Performance Report" form that may be used to conduct these evaluations is located at <http://cps.od.nih.gov>. Contractors are required to register with the NIH Contractor Performance System at <http://cpscontractor.nih.gov>.

**7. KEY PERSONNEL HHSAR 352.270-5 (JAN 2006):**

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate.



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ORR Pro Bono Legal Services for Unaccompanied Children

Name

Title

(b)(6)
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**8. GOVERNMENT FURNISHED MATERIALS:**

The Government will provide the contractor with any pertinent and existing information and/or data to assist the contractor in the performance of the task requirements.

**9. CONFERENCE/MEETING FACILITIES:**

**The Contractor, if responsible for the selection of a conference/meeting facility for 30 or more attendees, shall consider a minimum of three sites and select the site offering the most cost savings to the Government**

The Contractor shall ensure that all facilities, meetings and seminars held pursuant to this contract are accessible to persons with disabilities per the stipulations set forth in HHSAR Clause 352.270-1.

**10. TRAVEL COSTS:**

The Contractor will be reimbursed, not to exceed the amounts stated below, for all domestic travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor and accepted by the Contracting Officer.

The travel expense for this acquisition is not to exceed \$225,578 for the base year, and the subsequent option years.

- A. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased costs that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable conditions set forth must be documented and justified.

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- B. Costs of rail travel by most direct route, first-class with lower berth or nearest equivalent.
- C. Travel by motor vehicle shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at the current Federal Travel Regulation rate (at the time of contract award), plus any toll or ferry charges.
- D. Reasonable subsistence not in excess of actual itemized expenses not to exceed the ceilings in the Federal Travel Regulations in effect at the time of incurred cost.

**11. PROVISIONS APPLICABLE TO DIRECT COSTS:**

Notwithstanding FAR 52.216-7, Allowable Cost and Payment, and FAR 52.244-2, Subcontracts (Cost-Reimbursement and Letter Contracts), unless otherwise expressly provided elsewhere in this contract or in any modification thereto, the costs of the following items or activities shall be unallowable as direct costs:

- A. Acquisition, by purchase or lease, of any interest in real property;
- B. Special rearrangement or alteration of facilities;
- C. Purchase or lease of any item of general purpose, office furniture or office equipment; and
- D. Travel to foreign countries.

Any equipment having a unit acquisition cost in excess of \$1,000.00, of which the Contractor wishes to be reimbursed as a direct item of cost, shall not be acquired by the Contractor without the specific advance written approval of the Contracting Officer.

**12. 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: "<http://www.arnet.gov/far/>."

**1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
CONTRACT CLAUSES**

- 1. 52.217-8 Option to Extend Services (NOV 1999) [30 days]

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2. 52.237-3 Continuity of Services (JAN 1991)

**13. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION  
REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES**

1. 352.202-1 Definitions - Alternate I (JAN 2006)
2. 352.224-70 Confidentiality of Information (JAN 2006)
3. 352.232-9 Withholding of Contract Payments (JAN 2006)
4. 352.270-1 Accessibility of Meetings, Conferences, and Seminars  
to Persons with Disabilities (JAN 2001)
5. 352.270-5 Key Personnel (JAN 2006)
6. 352.270-6 Publication and Publicity (JAN 2006)
7. 352.270-7 Paperwork Reduction Act (JAN 2006)

**Attachment I - Pricing Template**

*Base Year: August 1, 2009 - July 31, 2010*

Rate 8/1- 11/30	Days	Rate 12/1- 7/31	Days
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(b)(4)

<b>Total Labor</b>					<b>\$ 1,007,438.56</b>
<b>Sub-Contract Costs</b>					<b>\$3,614,000</b>
<b>Consultant Costs</b>					<b>\$180,150</b>
<b>Other Direct Material Costs</b>					<b>\$22,833</b>
<b>Travel Costs</b>					<b>\$225,578</b>
<b>TOTAL</b>					<b>\$ 5,050,000</b>

**Attachment I - Pricing Template**

*Option Year I: August 1, 2010 - July 31, 2011*

	Rate 8/1- 11/30	Days	Rate 12/1- 7/31	Days	
(b)(4)					
<b>Total Labor</b>					<b>\$ 1,080,123.63</b>
<b>Sub-Contract Costs</b>					<b>\$3,794,700</b>
<b>Consultant Costs</b>					<b>\$180,150</b>
<b>Other Direct Material Costs</b>					<b>\$22,833</b>
<b>Travel Costs</b>					<b>\$225,578</b>
<b>TOTAL</b>					<b>\$ 5,303,385</b>

**Attachment I - Pricing Template**

*Option Year II: August 1, 2011 - July 31, 2012*

Rate 8/1-11/30	Days	Rate 12/1-7/31	Days
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(b)(4)

<b>Total Labor</b>					<b>\$ 1,123,331.52</b>
<b>Sub-Contract Costs</b>					<b>\$3,984,435</b>
<b>Consultant Costs</b>					<b>\$163,650</b>
<b>Other Direct Material Costs</b>					<b>\$22,833</b>
<b>Travel Costs</b>					<b>\$225,578</b>
<b>TOTAL</b>					<b>\$ 5,519,828</b>

**Attachment I - Pricing Template**

*Option Year III: August 1, 2012 - July 31, 2013*

	Rate 8/1- 11/30	Days	Rate 12/1- 7/31	Days	
(b)(4)					
<b>Total Labor</b>					<b>\$ 1,168,265.24</b>
<b>Sub-Contract Costs</b>					<b>\$4,183,657</b>
<b>Consultant Costs</b>					<b>\$163,650</b>
<b>Other Direct Material Costs</b>					<b>\$22,833</b>
<b>Travel Costs</b>					<b>\$225,578</b>
<b>TOTAL</b>					<b>\$ 5,763,983</b>

**Attachment I - Pricing Template**

*Option Year IV: August 1, 2013 - July 31, 2014*

	Rate 8/1- 11/30	Days	Rate 12/1- 7/31	Days	
(b)(4)					
<b>Total Labor</b>					<b>\$ 1,214,995.06</b>
<b>Sub-Contract Costs</b>					<b>\$4,392,840</b>
<b>Consultant Costs</b>					<b>\$152,650</b>
<b>Other Direct Material Costs</b>					<b>\$22,833</b>
<b>Travel Costs</b>					<b>\$225,578</b>
<b>TOTAL</b>					<b>\$ 6,008,896</b>