



**FARM SERVICES AGENCY  
FARM APPLICATION SERVICES AND  
TECHNOLOGIES (FAST)**

**Solicitations  
AG-645S-S-07-0002, Full & Open Competition  
and  
AG-645S-S-07-0005, Set-Aside to Small Business**

**DRAFT June 14, 2007**

**DIRECT COMMENTS/QUESTIONS ON THIS SOLICITATION TO:  
Elizabeth Green at (816) 926-2617 or [Elizabeth.Green@kcc.usda.gov](mailto:Elizabeth.Green@kcc.usda.gov)**

This solicitation is only a draft and work continues to improve this document. The purpose of releasing the draft at this point is to invite participation by the vendor community in the development of the solicitation through vendor comments and suggestions. You are invited to provide comments on the attached draft solicitation until close of business on June 22, 2007. The attached draft includes both the full and open solicitation and the set-aside solicitation. When issued in final form the two solicitations will be issued separately.

**DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY  
ACQUISITION MANAGEMENT DIVISION  
KANSAS CITY ACQUISITION BRANCH**

**NOTICE TO CONTRACTORS**

**(Posted 7 June 2007)**

**INDUSTRY DAY FORUM  
Farm Application Services and Technology RFP  
June 26, 2007  
9:00 – 11:30 CST  
USDA  
6501 Beacon Drive, Room G28A  
Kansas City, MO 64133-4676**

The United States Department of Agriculture (USDA), Farm Service Agency (FSA) will hold an Industry Day Forum on the listed date and at the listed location to discuss the Farm Application Services and Technologies (FAST) procurement. The purpose of FAST is to acquire information technology support services for the FSA Information Technology Services Division (ITSD). Multiple awards of a five (5) year Indefinite Delivery Indefinite Quantity (IDIQ) contract will be considered for a full range of contractor support services in IT development, IT migration and IT support of business systems for FSA. This requirement has both a full and open component and a small business set-aside component. The FAST procurement has a maximum value of \$250 million over five (5) years.

**REGISTRATION:**

Participants **must** register in advance to attend the forum. To register, please contact Liz M. Green via email at [Elizabeth.Green@KCC.USDA.GOV](mailto:Elizabeth.Green@KCC.USDA.GOV). You need to provide the vendor name and the name of the participant(s) wishing to attend. Each vendor is limited to five (5) participants. Registration ends on June 19, 2007. All participants **must have** current Government issued photo identification with them when they enter the building on the day of the event. You will not be allowed into the facility without said identification.

The draft RFP documents may be downloaded at [www.fsa.usda.gov/amd](http://www.fsa.usda.gov/amd) prior to the event. Vendor comments regarding the draft Solicitation are urged. Questions or comments regarding the Solicitation may be submitted via email to [Elizabeth.Green@KCC.USDA.GOV](mailto:Elizabeth.Green@KCC.USDA.GOV) until close of business on June 22, 2007. FSA plans to respond to vendor submitted questions and comments during the Industry Day program and FSA also intends to post written questions and comments, together with FSA responses, on the AMD web site shown above. The identity of the vendor submitting questions or comments will not be made public.

**Day of the event:** Enter Gate D and park in the far west parking lot. Enter the building at the South entrance by the flagpole.

## **SECTION B – SUPPLIES OR SERVICES and PRICES/COSTS**

### **B.1 ITEMS TO BE ACQUIRED**

- (a) The purpose of this contract is to acquire information technology support services for the United States Department of Agriculture (USDA) Farm Service Agency (FSA) on an Indefinite Delivery, Indefinite Quantity (IDIQ) basis. IDIQ multiple award contracts will be considered for a full range of contractor support in IT development, migration and support of business systems for FSA as described in this procurement.
- (b) The Contractor shall provide, in accordance with issued Task Orders (TO), all management, supervision, labor, tools, facilities and materials and other items and services necessary to perform information technology support services as defined in Section C of the Performance Work Statement on an indefinite delivery, indefinite quantity basis. Individual task orders may be awarded as firm fixed price (FFP), and Time and Materials (T&M) in accordance with FAR Part 16.5. Task orders will be issued in accordance with the procedures set forth in Sections G and I.
- (c) The terms “task order” and “delivery order” as used throughout this contract are used synonymously.

### **B.2 PERIOD OF PERFORMANCE**

The IDIQ contracts will have a five year period of performance. Each individual task order will establish the period of performance for the individual effort. Base and option periods will not exceed 12 months at a time, total period of performance will not exceed the base contract period of performance. Task orders will be issued on an annual basis unless otherwise allowable by the type of funding used.

### **B.3 CONTRACT PRICING**

#### **B.3.1 Time and Materials (T&M) Labor or Firm Fixed Price Rates (FFP)**

All task orders issued on a T&M or FFP basis will be priced in accordance with the pricing set forth in Section B.4, Labor Rate Table. The labor rates in this section reflect the fully-burdened rates for each labor category and will apply to all direct labor hours. The labor rates and other direct costs (ODC) mark-up percentages are detailed in Section B.6 under labor categories and ODC, respectively. The loaded hourly rates are ceiling price rates and contractors may, at his/her discretion, elect to propose lower hourly rates on a task by task basis.

- (a) Labor. The Section B.6 Labor Rate Table represents fully-loaded hourly rates for each skill classification. The fully-burdened labor rates include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, bonuses to include stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials, overtime, vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan.

(1) Government Site Rates: When performing at Government sites, the contractor shall furnish fully-burdened personnel rates. The Government will provide office space, furniture, and office equipment and supplies, as described in Section H.8, Government Property.

(2) Contractor Site Rates: When performing at a contractor site, the contractor shall furnish fully-burdened personnel rates which include loads for office space and all normal supplies and services required to support the work. This includes telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

- (b) Program Management Support Costs: Contract-level program management support costs are included as a percentage of each individual labor category rate, and encompass support for contract-level management, reporting requirements (see Section F) and related travel and meeting attendance costs associated with the contractor's program management staff, as it relates to overall management of the task order.

As a result, these program management support costs are allocated among all of the task orders issued under this contract. These "program management" support costs are differentiated from individual task order "Task Order Manager" support costs, which are billed as hourly labor rates against individual task orders for direct support to the effort performed under those task orders. This will result in direct billings at the task order level for labor hours in the "Task Order Manager" category, to specifically support program or project management for the task order.

- (c) Other Direct Costs (ODC): ODC consist of materials and task order-related travel costs, i.e., relocation and temporary duty (TDY) to include travel, lodging and meals. These percentages are indicated on each Labor Rate Table under the ODC. T&M type TO will include time at the proposed rates herein for each skill category, plus materials, ODC and the fixed markup percentages. The cost of general-purpose items required for the conduct of the contractor's normal business operations will not be considered an allowable ODC in the performance of task orders under this contract. See also Section G and Section H for limitations on materials and mandatory support documentation. Profit is not allowed on ODC under a T&M type task order.

### **B.3.2 Firm Fixed Price Task Orders**

FFP task orders, the quantity of each item or labor category ordered will be multiplied against the rate listed in this schedule or as negotiated for the task, and the cumulative extended total of all items ordered will define the FFP for the task. Travel and ODC, if applicable, may be estimated for each task order, burdened with the markup and profit percentages specified in this schedule. Any total rate negotiated for travel and ODC will be added to the extended price of all ordered items to arrive at the total FFP for the task order. Partial payment of FFP task orders may be negotiated based on the completion of milestones.

### **B.3.3 Time and Material Task Orders**

For T&M task orders, the quantity of hours ordered of each labor category will be specified as deliverable hours billable at the ceiling rates specified in the schedule or as negotiated, if lower rates are proposed for the task order. Travel and ODC will be estimated for each task orders and burdened with the ODC markup percentage specified in this schedule. Profit on travel and ODC is not allowable. The cumulative extended total of all labor categories ordered plus travel and ODC will define the task order ceiling price. Task Orders may authorize adjustments between labor category quantities of up to 10%, within the established task labor ceiling price, without a formal modification. The government will not reimburse the contractor for costs incurred beyond the ceiling price, for hours not delivered, for hours delivered but in excess of the quantities ordered for a particular labor category or for travel and ODC exceeding the ordered pool amount. Labor dollars will not be used to pay for ODC nor ODC dollars used to pay for labor without a contract modification.

#### **B.3.4 Rate Refreshment**

(a) The labor rates are fixed for all contract year periods, however, the contractor may submit a proposal reducing the fixed labor rates and mark-up percentages at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the labor rate tables.

(b) At the request of either the contractor or the Government, the contractor may throughout the life of the contract propose additional labor categories, rates and descriptions in addition to the labor categories, rates and descriptions that are proposed that the contractor believes will be required to support requirements of this contract. These additional categories, rates and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed, upon determination by the Government that they are fair and reasonable, will be incorporated into Part B of the Section B Labor Rate Tables of this contract.

#### **B.4 MINIMUM AND MAXIMUM CONTRACT AMOUNTS**

This contract will be structured to allow the Government to obligate as much or as little as demand dictates with a guaranteed minimum of \$1,000.00 for each contractor and a maximum amount of \$250,000,000.000 for all contracts combined.

#### **B.5 HOURLY RATE TABLE**

The following Rate Table represents fully-loaded hourly labor rates for each skill classification. The table consists of one composite rate for work performed at the contractor site and one composite rate for work performed at Government sites, for each labor category. The years cited represent contract years. It is noted that Part A of the table reflects the Government-required labor categories; the contractor is authorized to propose additional labor categories in Part B of the table, in accordance with Section B.6 above. Additional labor categories proposed shall be limited to those deemed appropriate for the scope of effort described in the statement of work.

**CLIN Structure** The Contract Line Item Number (CLIN) structure is designed to provide flexibility in order to accommodate differing products, configurations, options, accessories, etc. CLIN will have a maximum of six characters as follows with the first four being numeric and the last two being alpha numeric:

**X** – The first character will designate the contract year with 0 (zero) representing the first 12 month period of the contract and 4 (four) representing the fifth year.

**XX** – The second character will represent the rate/cost category as follows:

<b>X1XX</b>	Government Site Rates
<b>X2XX</b>	Contractor Site Rates
<b>X3XX</b>	Travel Markup Percentage Rate
<b>X4XX</b>	Travel costs (by task order)
<b>X5XX</b>	Subcontract costs (by task order)
<b>X6XX</b>	As necessary, for FFP Task Orders
<b>X7XX</b>	As necessary, Labor Hour Task Orders

### **B.5.1 DEFINITIONS**

**On-Site:** For the purposes of this FAST contract, on-site means Government facilities. (e.g., all work will be performed at Government facilities).

**Off-Site:** For the purposes of this FAST contract, off-site means Contractor's facilities. Offeror shall include in their offsite rate costs associated with lease/purchase of equipment, facilities and supplies required to perform offsite.

**Estimated Hours (EST HRS):** The estimated hours that the CLIN will be required during the time frame associated with the table.

**Hourly Rate (Hrly Rate):** The total proposed rate per CLIN per hour of billable services. This is the sum of the Direct Labor, Overhead, G&A, other Direct Costs and Profit/Fee and represents the total price to the Government for 1 hour of service of the labor category.

**Total Estimated Dollars (Total Est. \$):** Multiply est. hrs. by the hourly rate to obtain this amount.

**Other Direct Costs (ODC):** Includes Direct Material and Direct Travel and any other costs associated with performance under specific Delivery Orders. Typically ODC includes the cost of travel, special equipment or software required for the particular work being performed, reproduction costs, etc.

**General and Administrative Expense:** The awarded hourly rate for General and Administrative (G&A) expense. General and administrative expense is any management, financial or other expense incurred by or allocated to a business unit for the general management and administration of the business unit as whole. Although the offeror may propose G&A rates that are different for the base and option years, G&A will be proposed as a constant within a given year.

## **B.6 SERVICES AND PRICES**

See Section J, Attachment B, "Labor Categories and Hours" Table.

(End of Section)

## **SECTION C – STATEMENT OF WORK**

### **C.1 GENERAL**

The primary goal of this acquisition is to establish a suite of indefinite-delivery indefinite-quantity contracts for Information Technology (IT) support services that will enable Farm Service Agency information and program areas to accomplish the agency's mission objectives. The acquisition and resulting task order contracts will be referred to as Farm Application Services and Technologies (FAST) and are designed to offer a broad range of services, solutions and contract types to fulfill the majority of component and departmental IT services needs.

This Statement of Work is comprised of five comprehensive functional service categories. Specific requirements will be further identified and defined at the task order level.

### **C.2 SCOPE OF REQUIREMENTS**

The Contractor(s) shall provide a wide range of IT developmental and IT support services for the United States Department of Agriculture's (USDA), Farm Service Agency (FSA). The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform IT as defined in this Performance work Statement (PWS). The contractors shall perform to the standards in this contract.

The nature of work in the functional areas requires contractor support in the Information Technology (IT) development, migration and support of systems that meet the business and program needs for FSA. The support in all of the functional areas shall cover the full spectrum from personal computer applications to large-scale integrated systems (Web-based or mainframe) and, shall involve a variety of software languages (i.e., COBOL, Java) and hardware platforms (i.e., PC, AS/400, NT, UNIX, mainframe). The contractor shall be required to perform IT work according to the architectures, standards, guidelines and procedures as stated in individual Task Orders.

Major IT support offices for FSA are located in the Midwest and Washington, DC (WDC). Additional support efforts may be required at the FSA-Aerial Photography Field Office (APFO) located in Salt Lake City, Utah. Prior historical knowledge of the FSA indicates that over 80% of the work will be on-site in Kansas City, approximately 5% on-site in Saint Louis, 5% in WDC, and less than 1% in Salt Lake City.

The Contractor(s) shall provide IT services on an as needed basis and in the quantities specified in task orders issued by the contracting officer (CO). Support requirements include: direct onsite IT services such as software engineering, operations support for computer and telecommunications networks, programming and implementation support for integrated telecommunications networks, information management application development, imaging support, and business application engineering. Special projects such as automatic data processing (ADP) requirement analysis, system design, impact analysis, operation research and automation studies will also be conducted. This solicitation will result in the award of an Indefinite Delivery, Indefinite Quantity (IDIQ) multiple award contracts. The period of performance for this effort will consist of a base (12 months) with four 12 months option periods, if options are exercised.

While the Statement of Work (SOW) identifies six functional categories, the resulting contracts are intended to satisfy the full range of IT related requirements. With the pace of change it is impossible to anticipate how IT requirements and individual programs will evolve over the life of the contracts. It is intended that the ITSS-III contract remains current and provides the full range of IT capabilities/solutions and emerging technologies throughout its life.



### **C.3 BACKGROUND**

The Department of Agriculture Reorganization Act of 1994 mandates modernization of farm programs and requires the USDA to consolidate field offices and manage information technology in a manner that enhances productivity, customer service, and information sharing. On April 11, 1996, Richard E. Rominger, Deputy Secretary of Agriculture, directed USDA agencies to complete the legislated mandate for USDA's reorganization. At the local level, USDA was charged to create "Service Centers" through the collocation of Farm Service Agency; Natural Resources and Conservation Service; Rural Development; and partner agencies. A major goal and legislated mandate of USDA's reorganization was to share and merge administrative business processes to eliminate redundancy and reduce administrative costs.

To accomplish the cost efficiencies, USDA Service Centers have been equipped with a common computer hardware, administrative software, and telecommunications infrastructure, i.e., the Common Computing Environment (CCE). Each of the common elements has led to cost efficiencies, sharing of workload, and better utilization of limited human resources available in USDA Service Center locations. Since the first CCE deployments, the USDA and partner agencies have committed significant resources to the acquisition, customization and utilization of Geographical Information System (GIS) technologies and data layers.

Several indefinite delivery , indefinite quantity (IDIQ) contracts, collectively known as ITSS2, were awarded previously to provide the support services required for the CCE effort and those contracts are about to expire, making it necessary to award follow-on contracts to provide for the continuing need of support services in the modernization effort. The FSA Farm Applications Services and Technologies (FAST) procurement was initiated to provide for the follow-on support services, limited solely to the application and development tasks that remain under the control and cognizance of FSA.

### **C.4 FSA ENVIRONMENTS**

The USDA-FSA current development environment is:

WorkStation	Specification	Software
Web Development Machines	<b>Gateway</b> w/Ethernet NIC, 256 MB RAM, 6.4 GB IDE HDD, 17" monitor, 2X AGP graphics controller w/ 4 MB video memory, 14/32x CD-ROM, sound card, speakers. These are in the process on being replaced with Dell GX240 1.5 GHZ PCs.	MS® Windows® NT/upgraded to XP MS® Office 97 Professional - upgraded to XP Internet Explorer v.6.0 OnNet 32 v.4 McAfee Virus Scan Adobe Acrobat Reader WinZIP Rational Developer Suite WebSphere Studio 4.0.2 WebSphere Studio Application Developer, version 5.0 (replaces Visual Age for Java) SQL2000 CVS MS Visual Source Safe

The USDA-FSA current deployment environments are:

Hardware Component	Specification	Software
CCE Data Server	TBD	SQL2000 ERSI ArcGIS

Hardware Component	Specification	Software
CCE Network Server	TBD	SQL2000
IBM AS-400	Approximately 2700 + systems	WebSphere Application Server 3.5.4. MQ Series SSP IBM DB2 database Common Application Framework
Web Farm	Numerous	WebSphere Application Server 3.5.6 or 4.0. MQ Series IBM DB2 Microsoft SQL2000 SiteMinder Netegrity Web CAAF Common Application Framework Data Stage

## **C.5 FUNCTIONAL AREA DESCRIPTIONS**

*Functional areas 1 through 5 are being restricted to small businesses. Functional areas 6 and 7 are unrestricted.*

### **C.5.1 FUNCTIONAL AREA 1: CHIEF INFORMATION OFFICER (CIO)**

As ordered, the contractor shall provide any and all phases of portfolio management, Information technology management and cost studies, project management, Federal enterprise architecture. Following are examples of the type of requirements that may be issued in individual task orders:

- Program and Management Control Assessments
- Cost Analyses and/or Benefit Analyses
- Return on Investment (ROI) Assessments
- Portfolio Management documentation support
- IT capital planning support
- Market Research
- Total Cost of Ownership (TOC) Studies
- A-76 Studies
- Business Process Reengineering (BPR)
- Work Flow Analyses
- Earn Value Management Process Development (EVM) and oversight
- SEI/CMM Analyses and Implementation Support , i.e., peer reviews, quality control reviews
- Integrated Baseline Review support
- Strategic planning support

### **C.5.2 FUNCTIONAL AREA 2: COMPUTER FACILITIES MANAGEMENT**

The contractor shall engage in providing on-site management and operation of clients' computer systems and/or data processing facilities. Following is the list of key areas where support may be required:

- Computer Systems Facilities Services
- Data Processing Facilities Services
- End User Support
- Help Desk

- IT Facilities Management, Operation, & Support
- IT Facilities Planning
- Computer Operations/Support

### **C.5.3 FUNCTIONAL AREA 3: INFORMATION TECHNOLOGY SUPPORT AND RELATED TECHNICAL SERVICES**

The contractor shall engage in providing processing support and related services. These may include specialized activities, such as providing complete processing and specialized reports from data supplied by clients or provide automated data processing and data entry services.

- Computer Input Preparation
- Data Capture Imaging Services
- Data Entry Services
- Document Imaging
- Electronic Data Processing
- Media Streaming
- Scanning Services
- IT Data Processing

### **C.5.4 FUNCTIONAL AREA 4: INFORMATION SECURITY AND OTHER COMPUTER RELATED SERVICES**

The contractor shall provide the full range of Information Security and other computer related services such as: independent test, validation, verification, and evaluation solutions to ensure that all IT products and services meet agency standards, and are performing to defined security specifications/capabilities. These may include:

- Computer Disaster Recovery
- Contingency Planning
- Disaster Preparedness/Recovery
- Documentation
- Information Assurance and Security
- Independent Verification & Validation
- Software Installation
- Virus Detection/Recovery
- Information Assurance of Critical Infrastructure Protection
- Risk Management
- Critical Infrastructure Continuity and Contingency Planning
- Information Systems Security
- Emergency Preparedness
- Training and Awareness Programs
- Exercises and Simulation
- Security Certification and Accreditation
- Crypto Systems
- Digital Libraries
- Intelligent, Automated Data Collection and Analysis

### **C.5.5 FUNCTIONAL AREA 5: ALL OTHER INFORMATION SERVICES**

The contractor shall provide all phases of design, development and delivery of miscellaneous information services. Following is the list of key areas where support may be required:

- Distance Learning
- E-Commerce

- Telephone-Based Recorded Information Services, i.e., interactive voice response
- Video Conferencing

#### **C.5.6 FUNCTIONAL AREA 6: CUSTOM SOFTWARE DESIGN, DEVELOPMENT, IMPLEMENTATION, AND INTEGRATION SERVICES**

As ordered, the contractor shall provide any and all phases of system design and development through deployment to ensure IT solutions will enable their users to meet their mission goals and objectives. These efforts include the full range of design, development, implementation and integration, including concept development, planning, requirements definition and analysis, systems design and development, integration, implementation, and deployment. The contractor shall provide best practices, technologies, tools, and support to quality and operational assessments, integration testing and system test and evaluation, including security certification and accreditation, for IT systems. The contractor shall also provide independent verification and validation through the monitoring and evaluation of projects through activities such as assessments, process and procedure audits, project and performance management, and systems analysis and design.

The following is a list of business categories supported under this area:

- Software Development Technical Services
- Software Support Services
- Database Design/Generation
- Software Integration Analysis and Design
- Legacy Interfaces/Data Migration
- Software Analysis and Design
- Software Programming
- Software Testing
- Configuration Management
- Web Design/development
- Program Evaluation Software, i.e., EVM support
- GIS-Enhanced Planning and Program Evaluation Software
- Applications Software Programming Services
- Computer-Aided Engineering (CAE) Services
- COTS Consulting Services
- COTS Systems Integration Analysis and Design
- COTS Systems Integration Design Consulting
- Enterprise Architecture Development
- Enterprise Resource Planning (ERP)
- IT Capital Planning Management
- Systems Integration
- Computer-Aided Design (CAD) Services
- Data Warehousing

#### **C.5.7 FUNCTIONAL AREA 7: ARCHITECTURE AND MANAGEMENT CENTER SUPPORT**

The contractor shall research and develop various IT studies and analyses as required, along with supporting the federal enterprise architecture, EVM and other technical support area requirements.

- Information Technology Architecture (ITA) Support
- Federal enterprise architecture
- Studies
- Work Flow Analyses

- Earn Value Management Process Development (EVM) and oversight
- SEI/CMM Analyses and Implementation Support , i.e., peer reviews, quality control reviews
- Integrated Baseline Review support
- Strategic planning support

## **C.6 SKILL CATEGORY REQUIREMENTS AND DESCRIPTIONS**

The following labor category descriptions depict the types of personnel that possess the ability to communicate clearly in English, both orally and in writing, which shall be provided by the Contractor in support of task orders. Contractor personnel agreed upon at time of task order issuance shall work on the task until its completion or until approval is obtained from the Contracting Officer to grant substitutions.

There are two general classes of skills needed to satisfy the requirements of this solicitation:

- Management Personnel
- Technical and Miscellaneous Support Personnel

All staff employed by the Contractor shall meet or exceed the requirements listed in each category description. The following definitions and information are provided for clarification:

**General Experience:** Minimum years in data processing or category specialty positions. Years used to satisfy the specialized experience requirements may also be used to satisfy the general experience requirements.

**Specialized Experience:** Minimum years experience required related to the particular job skill category and level. When specialized experience requirements include several different "years of experience" requirements, those years of experience may run concurrently. Personnel in any of the Labor Categories may be required to have specialized experience in either Business and Administrative Applications or Scientific Applications. In some instances, unique requirements for individual task orders may require a mix of personnel. Experience that meets the specialized experience requirements may be used to meet the general experience requirements.

**Experience substituted for formal education:** When experience is substituted for formal education, the time used to substitute for a formal education requirement can be used to meet a general or specialized experience requirement for the skill category. Equivalency of time needed in lieu of education is indicated in the specific requirements for each job category. See the individual task order for specific experience and education requirements.

**Key Personnel:** The Program Manager is identified as key personnel in this contract. The Government will designate other key personnel for a task order when it issues the task order. The Contractor shall submit at least one résumé for each position designated by the task order as key personnel with their proposal for the task order.

## **C.7 KEY MANAGEMENT PERSONNEL FUNCTIONAL REQUIREMENTS**

Offerors shall identify the key management personnel to be assigned to this contractor, provide their resumes, and describe their roles, responsibilities and relationship to the contract. Management personnel at the contract-level are defined as key although they will not be specified in each Task Order.

The Task Order level Project Leader may be "key" to the Task Order and will be defined as such. Additional Task Order level Key Personnel will be identified in the Task Order.

Resumes shall be submitted that identifies the education and experience required.

Resumes shall be limited to no more than 5 pages per individual and follow the format provided in Section J, Attachments.

The titles of the labor categories shown below are illustrative only. It is not required that the Contractor provide personnel with these exact titles, rather the collection of Contractor personnel shall meet the functional requirements listed below.

### **C.7.1 PROGRAM MANAGER REQUIREMENTS**

General Experience: Eight (8) years of progressive IT software development, software management, and project management experience.

**Specialized Experience:** Shall have five (5) years in supervision and management of a support services project comparable in size to this project involving software development, computer operations, telecommunications, and training services. This must include two (2) years experience as the program manager for support services contracts that involved at least 50 distinct individuals in subordinate groups, and three (3) years in development of project plans for major development efforts.

**Education:** The Program Manager shall have earned a Master of Business Administration, or a Masters Degree related to automated data processing. Experience may be substituted for formal education requirement at the rate of twenty-four (24) calendar months of work experience for each 32 semester hours of college credit required. Twelve (12) years of experience is required to substitute for a master's degree.

**Practical experience:** The Program Manager shall serve as senior manager responsible for coordinating the management of **All** work performed under the overall contract (not task orders) and shall be capable of negotiating and making binding decisions for the company. The Program Manager shall act as the central point of contact for the contract. The Program Manager is ultimately responsible for coordinating the effort of Subcontractors, team members and vendors. The Program Manager shall have broad and deep knowledge of the IT industry, business administration, and human resource management, and have excellent oral and written communications skills, thus ensuring that the Contractor has the capability of performing all the work.

The Program Manager function is responsible for:

- Managing overall contract support operations involving multiple projects and personnel;
- Organizing, directing, and coordinating planning and production of all contract support activities and resource needs;
- Communications with all levels of management;
- Establishing and altering (as necessary) management structure to effectively direct contract support activities; and
- Attending and conferring with FSA management officials regarding the status of specific Contractor activities and problems, issues or conflicts requiring solution.

### **C.7.2 PROJECT MANAGER REQUIREMENTS**

Depending upon the size and complexity of specific projects, individual task orders may require a Project Manager who has experience using structured system development methodologies as well as system life cycle management methodology. Other requirements will be specified in the individual task orders.

**General Experience:** Six (6) years of progressive IT software development and software management experience using structured system development methodologies as well as systems life cycle management methodology.

**Specialized Experience:** Includes four (4) years of experience managing and controlling system development projects using systems life cycle management, system development methodologies and

structured analysis and design techniques. Project experience includes client-server, web-enabled and standalone applications.

**Education:** Each Project manager shall have a degree in Computer Science, Systems Engineering, or other related field with a minor or certification as a project management using theories identified in the PMBOK or other industry best practice certification that is equivalent to PMBOK requirement.

Waivers may be granted for experience that may be substituted for formal education at the rate of eighteen (18) calendar months for each 32 semester hours of college credit required. Six (6) years of experience is required to substitute for a bachelor degree.

**Practical experience:** The Project manager is a senior manager responsible for coordinating the management of all work performed under a Task Order(s). The Project manager shall act as a central contact point for the Task Order. The Project manager is ultimately responsible for coordinating the effort of team members for the Task Order.

The Project Manager is responsible for:

- Providing competent leadership and responsible program direction through successful performance of a variety of detailed, diverse elements of projects;
- Demonstrating competence using data from project management tools, i.e., PMBOK tools and theories, EVM
- Simultaneously planning and managing highly technical projects and directs completion of tasks within estimated time frame and budget constraints including using EVM;
- Organizing, directing, coordinating, planning and production of all task order project activities, work products, resource needs and assigning duties to subordinates;
- Communications, both written and oral, with all levels of management and Government representatives, including but not limited to, the Contracting Officer (CO), Contracting Officer's Representative (COR), and Contracting Officer's Technical Representative (COTR).
- Meeting with management officials regarding the status of specific Task Order activities and problems, issues or conflicts requiring resolution.

## **C.8 LABOR CATEGORIES**

In order to support the Task Areas in this contract, several Labor Categories have been identified. They contain a general description. Detailed specialized experience and education requirements will be listed in the individual Task Order. The Labor Categories are listed below and are described in the following paragraphs.

- Senior System Architect
- System Architect
- Junior System Architect
- Senior Information Technology Specialist
- Information Technology Specialist
- Junior Information Technology Specialist

### **C.8.1 SENIOR SYSTEM ARCHITECT**

**General Description:** An individual very knowledgeable of and experienced with the e-commerce software development environment. Is a subject matter expert responsible for project management and enterprise system architect functions to provide conversion/migration efforts and all other enterprise

level IT projects. Demonstrates excellent oral and written communication skills. Demonstrates the ability and skills to provide hands-on training and mentoring support.

**General experience:** Ten years or more of direct experience in hands-on system architecture role in architecting transformation of legacy system architecture to an object oriented web-based design methodology in a distributed computing environment.

**Specific experience:** Ten or more years of direct specific experience in large-scale automated system design/development. Experience in developing e-commerce applications for a Web deployment. Experience in the definition of the “enterprise-level” use cases, experience with development of use cases and common business services to establish an enterprise wide application framework. Expertise in architecture of open, portable, and scalable web-based applications. Experience in mentoring to a web-based environment. Has accumulated extensive experience with database and development tools capacity, (both character based and GUI based tools).

**Practical Experience:** Provides technical and specialized Information Technology solutions to complex problems. Prepares elaborate analyses and studies. Prepares reports and gives presentations to high-level executives and managers. Participates in meetings, conferences, and workshops to advise users and management of transformation of legacy system architecture development and implementation issues. Works independently or as a member of a team. May serve as Task Order Project Leader.

Examples (not all inclusive):

Senior Enterprise Level System Architect  
Senior Application System Architect  
Senior Software System Architect

## C.8.2 SYSTEM ARCHITECT

**General Description:** An individual knowledgeable of and experienced with e-commerce software development environment. A subject matter expert responsible for project management and enterprise system architect functions to provide conversion/migration efforts and all other enterprise level IT projects. Demonstrates good oral and written communication skills. Demonstrates the ability and skills to provide hands-on training and mentoring support.

**General Experience:** Seven or more years of direct experience in hands-on system architecture role in architecting transformation of legacy system architecture to an object oriented web-based design methodology in a distributed computing environment.

**Specific Experience:** Seven or more years of direct specific experience in large-scale automated system design/development. Experience in developing e-commerce applications for a Web deployment. Experience in the definition of the “enterprise-level” use cases, experience with development use cases and common business services to establish an enterprise wide application framework. Expertise in architecture of open, portable, and scalable web-based applications. Experience in mentoring to a web-based environment.

**Practical Experience:** Provides technical and specialized solutions to complex Information Technology problems. Prepares analyses, studies and reports. Gives presentations to high-level executives and managers. Participates in meetings, conferences, and workshops to advise users and management of transformation of legacy system architecture development and implementation issues. Works independently or as a member of a team.

Examples (not all inclusive):

Enterprise Level System Architect



Application System Architect  
Software System Architect

### C.8.3 JUNIOR SYSTEM ARCHITECT

**General Description:** An individual knowledgeable of and experienced with e-commerce software development environment. Has specific experience in project management enterprise system architect functions to provide conversion/migration efforts and all other enterprise level IT projects. Demonstrates good oral and written communication skills. Demonstrates the ability and skills to provide hands-on training and mentoring support.

**General Experience:** Five or more years of direct experience in hands-on system architecture role in architecting transformation of legacy system architecture to an object oriented web-based design methodology in a distributed computing environment.

**Specific Experience:** Five or more years of direct specific experience in large-scale automated system design/development. Experience in developing e-commerce applications for a Web deployment. Experience in the definition of the “enterprise-level” use cases, experience with development use cases and common business services to establish an enterprise wide application framework. Experience in mentoring to a web-based environment.

**Practical Experience:** Provides technical and specialized solutions to complex Information Technology problems. Prepares analyses, studies and reports. Gives presentations to high-level executives and managers. Works as a member of a team. Participates in meetings, conferences, and workshops to advise users and management of transformation of legacy system architecture development and implementation issues.

Examples (not all inclusive):

Junior Enterprise Level System Architect  
Junior Application System Architect  
Junior Software System Architect

### C.8.4 SENIOR INFORMATION TECHNOLOGY SPECIALIST

**General Description:** An individual very knowledgeable in all aspects of Information Technology. Has extensive experience in the specific Information Technology discipline(s). They demonstrate excellent oral and written communications skills.

**General Experience:** Eight years of progressive experience in the field of Information Technology, including six years of specialized experience in numerous, highly specialized Information Technology disciplines involving a wide range of hardware/software solutions.

**Specific Experience:** Four years of General Experience is concentrated, hands-on experience in the specific discipline(s) of Information Technology identified in the examples below.

**Practical experience:** Has experience in providing highly technical and specialized guidance, and solutions to complex Information Technology problems. Individual has performed elaborate analyses and studies. Individual has recent and relevant experience in preparing reports and presentations in support enterprise-wide solutions and project. They shall work independently or as a member of a team.

Examples (not all inclusive):

Senior Applications Programmer

Senior Business Process Analyst  
Senior Business Process Reengineering Specialist  
Senior Computer Security Specialist  
Senior Data Communications Specialist  
Senior Data Base Management Specialist  
Senior GIS Systems Engineer  
Senior Independent Verification and Validation Evaluator  
Senior Information Technology Systems Engineer  
Senior Testing Specialist  
Senior Security Engineer/Specialist  
Senior Software Systems Specialist  
Senior Subject Matter Expert  
Senior Systems Administrator  
Senior Systems Programmer  
Senior Systems Analyst  
Senior Cost Analyst  
Senior Business Process Analyst

#### **C.8.5 INFORMATION TECHNOLOGY SPECIALIST**

**General Description:** Has extensive experience in the specific Information Technology discipline(s). Individual demonstrates good oral and written communication skills.

**General Experience:** Six years of progressive experience in the field of Information Technology, including four years of specialized experience in numerous highly specialized Information Technology disciplines involving a wide range of hardware/software solutions.

**Specific Experience:** Three years of General Experience is concentrated hands-on experience in the specific discipline(s) of Information Technology.

**Practical experience:** Experience in providing highly technical and specialized solutions to complex Information Technology problems. Individual has prepared analyses and studies at the project level. Individual works independently or as a member of a team.

Examples (not all inclusive):

Applications Programmer  
Business Process Analyst  
Business Process Reengineering Specialist  
Computer Security Specialist  
Data Communications Specialist  
Data Base Management Specialist  
GIS Systems Engineer  
Independent Verification and Validation Evaluator  
Information Technology Systems Engineer  
Testing Specialist  
Security Engineer/Specialist  
Software Systems Specialist  
Systems Administrator  
Systems Programmer  
Systems Analyst  
Cost Analyst  
Business Process Analyst  
Technical writer

#### **C.8.6 JUNIOR INFORMATION TECHNOLOGY SPECIALIST**

**General Description:** An individual knowledgeable in Information Technology. Has experience in the specific Information Technology discipline(s) and demonstrates good oral and written communication skills.

**General Experience:** Three years of progressive experience in the field of Information Technology, including one year of specialized experience in highly specialized Information Technology discipline(s) involving a range of hardware/software solutions.

**Specific Experience:** At least two years of General Experience is concentrated hands-on experience in the specific discipline(s) of Information Technology.

**Practical experience:** Has provided technical and specialized solutions to complex Information Technology problems and performed analyses and studies and prepared detailed reports. Individual worked under the direction of the lead technical resource or project manager.

Examples (not all inclusive):

Junior Applications Programmer  
Junior Computer Security Specialist  
Junior Data Communications Specialist  
Junior Data Base Management Specialist  
Junior Information Technology Systems Engineer  
Junior Software Systems Specialist  
Junior Systems Administrator  
Junior Systems Programmer  
Junior Systems Analyst  
Junior Cost Analyst  
Junior Business Process Analyst

## **SECTION D – PACKAGING AND MARKING**

### **D.1 PACKING, PACKAGING AND MARKING**

All items to be delivered under any Task Order shall be packaged, packed and marked in accordance with the best commercial practices to meet the packing requirements of the carrier, and ensure safe delivery. Containers and closures shall comply with ICC regulations, Uniform Freight Classification rules or regulation of other common carriers as applicable to the mode of transportation.

### **D.2 MARKING**

All deliverables submitted to the Contracting Officer, the lead Contracting Officer's Representative shall clearly indicate on the cover:

- (a) Name and Business Address of the Contractor (include sub-organization name, room number or mail stop).
- (b) Contract Number
- (c) Task Number and Deliverable Number
- (d) Title of Report or Description of Deliverable (include copy, sequential and or version numbers).
- (e) Point of contact (include name, title and phone number).

Note: If magnetic media are involved, extra marking should be considered for protection against exposure to magnetic fields or temperature extremes.

(End of Section)

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 GENERAL**

At a minimum, the following paragraphs shall be applicable to all Task Orders (TO) issued under this contract. Additional inspection and acceptance requirements may be specified in each TO.

Determination of the acceptability of each completed deliverable will be made by the Government in accordance with the inspection and acceptance requirements and standards of performance stated herein and in Section F.

### **E.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)**

This contract incorporates the following Federal Acquisition Regulations (FAR) clause, 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.

<i><b>FAR CLAUSE NO.</b></i>	<i><b>TITLE</b></i>	<i><b>DATE</b></i>
52-246-02	INSPECTION OF SUPPLIES - FIXED PRICE	JUL 1985
52.246-04	INSPECTION OF SERVICES -FIXED PRICE	AUG 1996
52.246-06	INSPECTION OF SERVICES - TIME AND MATERIAL AND LABOR HOUR	MAR 2001

### **E.3 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT**

The Government will review and verify that all deliverables associated with a TO issued under this Contract fulfill the requirements and standards stated in this contract and in the associated TO.

Final acceptance of all deliverables and or services performed as specified under any Task Order will be made in writing, at destination by the Contracting Officer's Representative (COR) or COTR, as defined in individual task orders.

### **E.4 ACCEPTANCE CRITERIA**

All deliverables will be inspected for content, completeness, accuracy, and conforming to the requirements (including any applicable standards). Deliverables will be accepted if they are completed in accordance with the specification, schedule, test plans, or other acceptance criteria in individual TO. Specific criteria for acceptance of deliverables will be set forth in individual Task Orders.

#### **E.4.1 REVIEW OF DELIVERABLES**

Unless stated otherwise in the task order, the following review procedures will be used for deliverables:

- The Government will perform an initial review of deliverables, and if problems are encountered

during the review, the Contractor must correct them. If necessary a meeting may be convened to resolve any differences. The Contractor shall make all required changes to achieve an acceptable deliverable. The Government will perform its review within approximately 15 calendar days from receipt of the deliverable or as otherwise specified in each Task Order.

- When the review of a deliverable results in necessary modifications, the Government will in accordance with the approved Task Order schedule, provide the necessary documentation to correct the deliverable. It will then be the responsibility of the Contractor to properly and consistently incorporate the comments in the final product.
- These procedures shall not be construed to constitute a waiver on the part of the Government of its rights under FAR Subpart 49.4, entitled “Termination for Default” nor of any other rights or remedies provided by law or under this contract.

## **E.5 QUALITY ASSURANCE (QA) PLAN FOR TASK ORDER**

The Government shall develop quality assurance surveillance plans for all task orders unless otherwise specified in a particular task order (see FAR 46.103 and 46.401(a)). These plans shall recognize the responsibility of the contractor (see FAR 46.105) to carry out its quality control obligations and shall contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the task order. The Government shall perform a quality assurance or validation of the Contractor’s performance to determine the extent to which the Contractor has met the Acceptable Quality Level for each performance requirement.

The quality assurance surveillance plans shall focus on the level of performance required by the statement of work, rather than the methodology used by the contractor to achieve that level of performance. Government personnel shall record all surveillance observations. The degree of performance provided by the Contractor shall be determined through this surveillance which shall have a direct impact upon the contract amount.

Additional QA activities may be defined in individual task orders.

### **E.5.1 GOVERNMENT PRACTICES**

Government QA will be conducted throughout the program to verify that all Contractor delivered products and services conform to all requirements of this contract. Examples of QA activities include:

- (a) Independent verification and validation services will be used when it is effective, economical, or otherwise in the Government's interest, as determined by the Government;
- (b) If a TO provides for delivery and acceptance at product destination and the quality inspection is conducted elsewhere, the products will not be reinspected, but will be examined for quantity, damage in transit, and substitution or fraud;
- (c) Government quality inspections will be performed by, or under the direction of, Government personnel prior to acceptance; and
- (d) Government QA on subcontracted products and services will be performed, when required, in the best interest of the Government. This does not relieve the prime Contractor of any responsibilities under the solicitation, which include ensuring that:
  - (1) Products are developed and released or shipped from the Subcontractor as specified in Section D of this contract;
  - (2) Conditions for quality assurance at the source are acceptable;

- (3) QA procedures for the Subcontractors' products and services are enforced by the prime contractor; and
- (4) QA is performed when required by a task Order (as defined in task orders).

#### **E.5.2 NONCONFORMING PRODUCTS OR SERVICES**

Nonconforming products or services will be rejected. Contractor QA shall maintain, as part of the performance record of the contract, records of the following:

- (a) The number and types of deficiencies found; and
- (b) Decisions regarding the acceptability of processes, products, and corrective action procedures.

(End of Section)

## SECTION F – DELIVERIES AND PERFORMANCE

### F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-02) (JUN 1988)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

<i><b>FAR CLAUSE NO.</b></i>	<i><b>TITLE</b></i>	<i><b>DATE</b></i>
52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-35	F.O.B. Destination within Consignee's Premises	APR 1984
52.247-55	F.O.B. Point for Delivery of Government Furnished Property	AUG 1989

The full text of these clauses is available at <http://www.arnet.gov/far/>.

### F.2 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.212-73)(FEB 1988)

The period of performance for this IDIQ contract is five years from the date of award.

### F.3 TASK ORDER SCHEDULE AND MILESTONE DATES

All required services and/or support shall be delivered in accordance with the delivery requirements specified within the associated TO.

Unless otherwise specified within this solicitation, all deliverables listed in a specific TO under this contract shall be accomplished in accordance with the Contractor's proposed delivery schedule, as agreed to by the Government CO, at the time the order is issued. Delivery shall be made to the locations identified in the TO. The schedule of significant milestones shall also be agreed to for each TO.

#### F.3.1 SCHEDULE OF REPORTING REQUIREMENTS

<b>Report Description</b>	<b>Copies</b>	<b>Due Date</b>
Labor Hour Task Order Status Report (see Section C.13 - Exhibit A)	(Details will be included in individual task order)	(Details will be included in individual task order)
Fixed Price Task Order Status Report (see Section C.13 - Exhibit B)	(Details will be included in individual task order)	(Details will be included in individual task order)



Report Description	Copies	Due Date
Quarterly Subcontractor Report (see Section C.13 - Exhibit C)	1-CO 1400 Independence Avenue, S.W. Stop 0567 Washington, D.C. 20250 1-Lead COR	10 working days after the end of the reporting period.
Government-Owned/Contractor-Held Property Report (see Section C.13 - Exhibit D)	1-CO 1-Lead COR	At the beginning and the end of all task order time periods.
Task Order Contractor Employee List (Includes name, address, phone, CLIN, position and background/security clearance status.)	1-COR 1-COTR	Monthly, following individual task order award.
Subcontracting Report for Individual Contracts (SF-294).  Note: This report is not required from small businesses.	1-CO 1400 Independence Avenue, S.W. Stop 0567 Washington, D.C. 20250	30 calendar days after the end of the reporting period: <u>Reporting periods are:</u> October 1 to March 31 April 1 September 30
Summary Subcontract Report (SF-295). This report is not required from small businesses.	1-CO 1400 Independence Avenue, S.W. Stop 0567 Washington, D.C. 20250	30 calendar days after the end of the reporting period. Reporting period is October 1 to September 30.

#### **F.4 DELIVERABLES**

- (a) All deliverables and their required delivery dates will be specified in each Task Order issued under this contract.
- (b) The schedule for completion of work to be performed under this contract will be delineated in each Task Order issued under this contract.
- (a) For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 p.m. local time (Kansas City, MO), Monday through Friday, unless stated otherwise in Task Order.
- (b) All deliverables submitted by diskette shall be free of any known computer virus. If a virus is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) working days after notification of the presence of a virus.
- (c) Any items to be delivered or any services to be performed under any Task Order shall be made to the address specified in the Task Order.

##### **F.4.1 NOTICE REGARDING LATE DELIVERY**

In the event the Contractor anticipates difficulty in complying with the delivery schedule of a given Task Order, the Contractor shall immediately provide written notice to the Contracting Officer's Representative (COR), and a copy to the Contracting Officer. For any contract level deliverable, the Contractor shall provide written notification immediately to the Contracting officer and the Lead Contracting Officer Representative. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; PROVIDED, however, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

#### **F.5 TRANSPORTATION OF MATERIALS**

The Contractor shall be responsible for transporting all materials between the Government site and the Contractor's place of performance. Pickup and delivery of materials shall be in accordance with the schedule defined for each specific TO.

The Contractor shall ship all deliverables F.O.B. destination with all shipping and transportation cost prepaid. Destinations will be specified in the TO.

#### **F.6 PLACE(S) OF DELIVERY**

A copy of all correspondence and reports related to each TO issued under this contract including the deliverables shall be delivered to the designated COR and COTR, as defined in the task order.

#### **F.7 PLACE(S) OF PERFORMANCE**

- (a) A large percentage of the work under this contract will be performed at the primary onsite locations identified in Section G.1. The Contractor shall perform all on-site work described herein that is ordered by the Government during the term of the contract. The remaining percentage of work under contract will be performed off-site at Contractor's facilities (See Section B.5.1 and Section C.1) of the contract.

- (a) The Government will indicate location(s) of performance for either on-site or off-site in individual Task Orders (TO).

## **F.8 PERIOD OF PERFORMANCE BEYOND CONTRACT EXPIRATION DATE**

The period of performance will be specified in individual Task Orders. In the event that a Task Order requires continued performance that extends beyond the current contract terms, the Contractor shall be required to complete performance within the new time frames set forth in the Task Order provided such period does not extend beyond one (1) year after expiration of the overall contract. In that event, the Contract will be considered to have been extended to the date of expiration of the Task Order. No new Task Orders will be issued during this period. The extension in the period of performance of the contract shall be solely for the purpose of completing the remaining active Task Order(s).

### **F.8.1 EFFECTIVE PERIOD OF TASK ORDERS**

Completion Task Orders (fixed price): In the event that a fixed price Task Order requires performance beyond the task order terms, the task order terms may be extended for the purpose of completing the deliverables for that task.

Terms Task Orders (fixed price time and material): If a task order cannot be segregated into more than one task order and performance of that task is required beyond the current task order terms, the task order may be extended beyond that date and across fiscal years as long as the total task order term does not exceed the term of the contract.

## **F.9 CONTRACTOR REPORTING REQUIREMENTS**

Specific deliverables will be set forth in each individual TO.

## **F.10 WRITTEN DELIVERABLES**

Criteria for written deliverables will be provided in individual task orders.

### **F.10.1 REVIEW AND SIGN BEFORE SUBMISSION**

All final deliverables shall include a Contractor-generated "Letter of Transmittal" which shall be signed by the Project Manager.

### **F.10.2 DELIVERABLES MEDIA**

For Contractor-generated deliverables, the Contractor shall provide three (3) camera-ready paper copies and one (1) soft copy, unless other requirements are explicitly stated in a TO. Individual task orders will contain the specific requirements regarding the software and version to be used for deliverables.

## **F.11 PROJECT REVIEW CONFERENCES**

Regarding each TO issued under this Contract, the COR and COTR, as designated in each task order for that TO, will maintain continuing contact with the Contractor during this project. Aside from this continuing contact, the Contractor shall confer with the COTR or COR at least every two weeks for a project review conference. Telephone conferences will be acceptable unless otherwise specified by the COR/COTR or as specified in applicable Task Orders.

**F.12 RETURN OF GOVERNMENT FURNISHED INFORMATION/PROPERTY**  
**(GFI/GFP)**

All Government property, data, information, etc., used by the Contractor in conjunction with performance of Task Orders under this contract, whether furnished by the Government to the Contractor or acquired by the Contractor with Government funding shall be delivered/transmitted to the Government Contracting Officer's Representative (COR) within 30 calendar days of completion of the applicable Task Order or per instructions from the Government Contracting Officer.

(End of Section)

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 GOVERNMENT FACILITIES

Provided below is a listing of government facilities for which the Contractor will have access in the performance of the contract.

- Washington, DC      Farm Service Agency      Foreign Agriculture Service  
USDA South Building      USDA South Building  
1400 Independence Avenue, S.W.      1400 Independence, S.W.  
Washington, DC 20250      Washington, DC 20250
- Kansas City, MO      USDA FSA Kansas City      **Primary Office**  
6501 Beacon Drive  
Kansas City, MO 64133
- St. Louis, MO      USDA FSA St. Louis Management Office  
4300 Goodfellow BVLD  
St. Louis, MO 63101
- Salt Lake City, UT      USDA/FSA/APFO  
2222 West 2300 South  
Salt Lake City, UT 84109

### G.2 CONTRACTING ADMINISTRATION

This contract will be administered by the Contracting Officer and the assigned Contracting Officer's Technical Representatives (CORs). All communications pertaining to contractual or administrative matters under the contract shall be addressed to the assigned Contracting Officer. The Contractor will be notified, in writing, of the assigned CORs at the time of contract award. The Contracting Officer address is:

Regular Mailing Address	Hand carried and Overnight Mailing Address
Pamela S. Wellons, Contracting Officer U.S. Department of Agriculture Farm Service Agency (FSA) Acquisition Mgmt. Branch (AMB)	
P.O. Box 419205 Kansas City, MO 64141-6205	6501 Beacon Drive Kansas City, MO 64133-4676
Telephone: 816-926-6084 FAX: 816-627-0717	

### **G.3 CONTRACT MANAGEMENT**

#### **G.3.1 ROLE OF THE CONTRACTING OFFICER**

The Contracting Officer is the only person authorized to issue, modify, or terminate a TO under this contract.

#### **G.3.2 ROLE OF THE CONTRACT SPECIALIST**

A contract specialist will be designated for each TO. The Contract Specialist will provide any necessary contractual interpretation or guidance related to the TO. The Specialist will also conduct negotiations pertinent to the TO and will prepare any contractual documents required for the CO's signature.

#### **G.3.3 ROLE OF THE ADMINISTRATIVE CONTRACTING OFFICER (ACO)**

The Contracting Officer may appoint an ACO to act as the contractual representative for a range of TOs. The ACO will be authorized to act as the CO for such TOs, including the ability to issue, modify, or terminate TOs, under this contract. The ACO's authority will be limited to the designated range of TOs and will not extend to the authority to modify or terminate the basic contract.

Additional responsibilities of the ACO for any TO issued under this designation will include:

- (a) Securing compliance of all basic contract terms and conditions as well as the terms and conditions of TOs the ACO issues against the basic contract.
- (b) Providing necessary contractual interpretation or guidance related to the TO.
- (c) Issuing task order, receiving proposals, and conducting negotiations pertinent to the award of a TO as specified in ordering clauses elsewhere in the basic contract.
- (d) Issuing, modifying, or terminating a TO.
- (e) Receiving, providing final approval for, and processing payments under a TO.
- (f) Providing final acceptance of deliverables under a TO.
- (g) Designating a Contract Specialist (see G.3.2) for each TO.
- (h) Appointing a COTR (see G.3.4) in writing for each TO issued.
- (i) Executing final compliance and close-out of each TO.
- (j) Initiating any correspondence and other documentation requiring CO signature under the contract.

#### **G.3.4 ROLE OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

- (a) The Contracting Officer will appoint a COR in writing for each TO. The COR will receive, for the Government, all work called for by the TO and will represent the Contracting Officer in the technical phases of the work. The COR will provide no supervisory or instructional assistance to Contractor personnel. The COR may appoint a COTR (Contracting Officer's Technical Representative), who will report to the COR and be responsible for technical issues within individual task orders.

- (b) The COR is not authorized to change any of the terms and conditions of the Contract or the TO (task order). Changes in the scope of work will be made only by the Contracting Officer by properly executed modifications to the contract or the TO.

Additional responsibilities of the COR include:

- (1) Monitoring the Contractor's performance to ensure compliance with technical requirements of the contract/TO.
- (2) Review and approval of progress reports, technical reports, etc., which require Government approval.
- (3) Verifying and certifying that the items have been inspected and meet the requirements of the contract/TO.
- (4) Immediately notifying the CO if performance is not proceeding satisfactorily.
- (5) Ensuring that changes in work under the contract/TO are not initiated before written authorization or a modification is issued by the CO.
- (6) Providing the CO a written request and justification for changes.
- (7) Furnishing interpretations relative to the meaning of technical specifications and technical advice relative to CO approvals of subcontracts, overtime, travel to general purpose meetings, etc.
- (8) Inspecting and accepting service, including visiting the Contractor's facilities to check performance as authorized by contract/TO inspection clause on a non-interference basis. This may include, but is not limited to, evaluation of the following:
  - a) Actual performance versus schedule and reported performance.
  - b) Changes in technical performance which may affect financial status, personnel or labor difficulties, overextension of resources, etc.
  - c) Verification that the number and level of employees charged to the contract are actually performing work under the contract.
- (9) At the completion of the contract/TO, advising the CO concerning the following:
  - a) All articles and services required to be furnished and/or performed under the contract/TO have been technically accepted.
  - b) Contractor compliance with patent rights and royalties clauses of the contract/TO.
  - c) Recommend disposition of any Government-furnished property in possession of the Contractor.
  - d) Verify proper consumption and use of Government-furnished property by the Contractor.
  - e) Prepare a performance report detailing compliance with requirements, Quality Assurance, timely completion, and any problems associated with the contract/TO.

- (c) The Contractor is advised that only the CO, acting within the scope of this contract and his/her authority, has the authority to make changes which affect contract prices, quality, quantities, or delivery terms.
- (d) The COR will furnish technical advice to the Contractor to provide specific details, milestones, to be met within the terms of the contract, and any other advice of a technical nature necessary to perform the work specified in the contract. He shall not issue any instructions which would constitute a contractual change.

#### **G.4 BILLING AND PAYMENT**

##### **G.4.1 SUBMISSION OF INVOICES**

The contractor shall submit the original and one copy of the invoice to the appropriate office, in accordance with the schedule specified in the Task Order.

##### **G.4.2 IN ADDITION TO THE REQUIREMENTS IN 52.212-4(g) and**

- (b) To assist the Government in making timely payments, the Contractor shall furnish the following additional information either on the invoice or on an attachment to the invoice.
  - (1) Project Title.
  - (2) Name (where practicable), Title, version, date, and the paragraph reference of the specific deliverable(s) in firm fixed price Task Orders.
  - (3) Shipping and payment terms.
  - (4) Any other information or documentation required by other provisions of the Contract, such as reports, copies of travel vouchers, hotel and meal receipts, supporting paid invoices, receiving/acceptance reports, etc., to support charges other than personnel hours. The Contractor shall submit any other information or documentation required to support the invoice request. The original receipts shall be maintained by the Contractor and made available to Government auditors upon request.
- (c) At the discretion of the Government, payment will be made by check or by electronic funds transfer. See Section I.18, Electronic Funds Transfer Payment Methods, for electronic funds transfer. In addition to the requirements of Section I.18, the Contractor must provide the following information:
  - (1) Address and telegraphic abbreviation of the correspondent financial institution.
  - (2) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

#### **G.5 TASK/DELIVERY ORDER PROCEDURES**

##### **G.5.1 GENERAL**

The following ordering procedures apply to all TOs issued under this contract. Any supplies and services to be furnished under this contract will be ordered by issuance of written TOs. TOs may only be issued from date of contract award through expiration.



- (a) Only the Contracting Officer has the authority to issue a TO under this contract.
- (b) All TOs are subject to the terms and conditions of the original contract, as amended. In the event of conflict between a TO and the contract, the contract will take precedence.
- (c) All costs associated with preparation, presentation, and/or discussion of the contractor's delivery proposal will be at the contractor's expense.
- (d) No work will be performed and no payment will be made except as authorized by a Task Order.
- (e) A TO shall be considered to be issued when the Government actually transmits the TO.

## **G.6 TYPES OF TASK ORDERS**

Task Orders written under this contract will be fixed price or time and materials. Task Orders will be issued in accordance with the procedures in Section G.5.1.

- (a) For fixed price task orders, the Contractor shall submit invoices for all deliverables that are individual priced and that have been accepted by the Government.
- (b) For the services provided under task orders other than fixed price, the Contractor shall be paid on a monthly basis, in arrears, at the fixed hourly rate, as established in the task order.
- (c) Contractor shall submit a final invoice, for each task order, of all task and task order balances that have been completed, received, and accepted by the Government.
- (d) The Contractor shall submit invoice(s) on public voucher (Standard Form 1034), or the Contractor's standard invoice.

## **G.7 ORDERING of SERVICES**

### **G.7.1 GENERAL**

- (a) 52.216-18 is applicable.
- (b) Funds for services to be provided under this contract will be obligated by each individual Task Order.
- (c) It is the Government's intent to compete all Task orders among the Contractors awarded a Contract for the functional areas identified. It is the Government's intent to issue task orders for every Task Order request. However, awardees need not be given an opportunity to be considered for a particular Task Order if the Contracting Officer determines that:
  - (1) The agency need for such supplies are of such urgency that providing such opportunities would result in unacceptable delays;
  - (2) Only one contractor is capable of providing services required at the level of quality required because of the services are uniquely or highly specialized;
  - (3) The order issued on a sole-source basis is in the interest of economy and efficiency as a logical follow-on to an order issued provided that all awardees are given a fair opportunity to be considered for the original order; or

- (4) It is necessary to place an order to satisfy a minimum guarantee (Reference Section B).
- (d) The factors used to evaluate each task order will be past performance, quality of deliverables, cost control, price and cost. Past performance will be given more weight than the other factors. Also, the Task Order Award process will include a factor for meeting, exceeding or not meeting the actual subcontracting plan goals established in Section L.
- (e) The Contracting Officer's selection decision on each Task order request shall be final and shall not be subject to the protest or disputes provisions of the contract, except for a protest that the Task Order increases the scope, period, or maximum value of the contract.

## G.8.2 PLACEMENT OF TASK ORDERS

Delivery or performance shall be made only as authorized by TOs issued in accordance with the subsections herein. The Contractor shall furnish to the Government those products or services specified in the TO.

The Government currently envisions two methods for issuance of TOs. With the two methods explained below represents the Government's initial approach to TO issuance, through Government and Contractor cooperation and innovation, these methodologies will regularly evolve to incorporate lessons learned, to incorporate innovative approaches, innovation credits, etc., and to become more efficient and effective.

The two methodologies will be referred to as:

Methodology I - Oral Presentation of Technical Proposal  
Methodology II - Written Technical Proposal.

The two methodologies have several common steps. The steps for each methodology are indicated below:

Steps	<u>Methodology I</u> Oral Presentation of Technical Proposal	<u>Methodology II</u> - Written Technical Proposal
<p>The Government will provide to each Contractor a task request via electronic system that will be used to specify the work to be accomplished by the Contractor to satisfy a particular delivery requirement(s). As a minimum, each task request will include:</p> <ol style="list-style-type: none"> <li>1) A description of the work to be performed;</li> <li>2) The desired delivery schedule and/or required completion date(s);</li> <li>3) Additional acceptance criteria, if any;</li> <li>4) Reporting requirements and list of deliverables;</li> <li>5) The date and time by which the response is Due;</li> <li>6) Travel and supply requirements, if any;</li> <li>7) Desired type of pricing (i.e., FFP);</li> <li>8) Instructions, Conditions and Notices to Offerors; and</li> <li>9) Evaluation Factors as set forth in Section G.8.1.</li> </ol>	X	X

<b>Steps</b>	<b><u>Methodology I</u></b> Oral Presentation of Technical Proposal	<b><u>Methodology II-</u></b> Written Technical Proposal
The contractor shall, within three (3) calendar days of issuance of a TO request (or within time frame specified in each task request), provide the CO with a statement indicating intent to propose or reason for not proposing for the specific requirement.	<b>X</b>	<b>X</b>
The Contractor shall, within the time frame specified in each task request, provide the CO with any questions regarding the requirement.	<b>X</b>	<b>X</b>
The CO shall, within the time frame specified in each task request, provide all participating Contractors with questions asked and answered regarding the requirements.	<b>X</b>	<b>X</b>
In lieu of a written proposal, the Contractor shall demonstrate <b><u>their technical proposals through an oral presentation. In the time frame specified in each task request, each participating</u></b> Contractor will be afforded the opportunity to make an oral presentation, not to exceed the time frame specified by the CO, of capabilities to perform the requirement. To maintain fairness without an adverse impact on the award schedule, presentation times shall be randomly provided to the participating Contractors by the CO at the same time previous step is completed. After the oral presentation, the Government will reserve a set amount of time to be determined by the CO to address clarifications regarding the presentation.	<b>X</b>	
The Contractor shall, within the time frame specified in each task request, provide the CO with a written proposal by the specified mail date.		<b>X</b>
The Government anticipates award based on initial offers. Should initial proposals contain deficiencies which would preclude award based upon initial offers; the CO will enter into oral and/or written discussions to resolve deficiencies. In the event discussions are necessary, each Offeror will be notified and provided an opportunity to submit a Final Proposal Revision. Upon receipt of a Final Proposal Revision, the CO will complete evaluation and award the task order through electronic e-mail.	<b>X</b>	<b>X</b>

## **G.9 MONITORING THE CONTRACT/TASK ORDER**

The COR/COTR will identify review points where the contractor's progress can be assessed against the contractor's proposal. If appreciative progress is not being made, the delivery order can be terminated.

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## **G.10 TRAVEL AND PER DIEM**

The Contractor will be reimbursed by the Government for travel and per diem expenses incurred by Contractor personnel specifically authorized to travel for contract purposes by the Contracting Officer. The Contractor shall obtain written approval from the COR before initiating any travel under this contract. As described in Section F.8, Place(s) of Performance, the Government will not pay for travel unless specifically authorized in the Task Order.

### **(a) Entitlement**

Travel and per diem, outside the 50 mile radius of the primary place of performance (see Section G.1), necessitated by Government approved temporary duty (TDY) (travel status) and temporary assignments may be billed to the Government if specifically authorized by the Contracting Officer.

- (1) The Contractor will be reimbursed by the Government for actual travel and per diem expenses incurred by the Contractor personnel specifically authorized to travel for contract purposes by the Contracting Officer. Reimbursement shall not exceed the rates and expenses allowed by Government travel regulations to a Government employee traveling under identical circumstances, and will not exceed maximum limits authorized in the Task Order.
- (2) Payment may be made for the use of a privately-owned vehicle (POV) for official business in connection with approved travel rates not to exceed those allowed by Government travel regulations to a Government employee traveling under identical circumstances, and will not exceed maximum limits authorized in the Delivery Order. When POV is used, it is the responsibility of the Contractor to prepare and submit to the Contracting Officer a cost comparison between the use of POV and other transportation, considering the cost of per diem and productive hours for actual travel time. Payment will be made at the lesser of the two rates. Rental car will not be approved for use on temporary assignments if POV has been approved for travel to the temporary duty station.
- (3) Travel and per diem payments are intended as reimbursement to Contractor employees and are not subject to profit, deduction, or set-aside by the Contractor.

### **(b) Travel Reimbursable**

The Contractor's employees shall be reimbursed for actual expenses not to exceed the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations prescribed by the General Service Administration, for travel in the conterminous 48 United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, Stock No. 022-001-81003-7.

When the Government requires contractor staff to travel outside of an assigned work location, the Government will reimburse the contractor for transportation, lodging, meals, and incidental expenses incurred by Contractor personnel.

- (1) Transportation - Costs for transportation will be based on mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge.
- (2) Costs for lodging, meal, and incidental expenses may be based on per diem, actual expenses, or a combination thereof, provided the method used results in a reasonable charge.

- (3) The Contractor shall incur all travel related expenses in advance without the assistance of contract financing or Government assistance. Upon completion of travel that has been pre-approved by the Contracting Officer, the Contractor shall invoice the Government for reimbursement of the actual travel cost incurred. Invoices for travel costs must be supported in an organized manner with the following documentation:
  - a) Name of Traveler
  - b) Destination
  - c) Inclusive dates of travel.
  - d) Common carrier ticket receipt
  - e) Hotel/motel receipt
  - f) Any other receipts for \$75 or more
  - g) Vehicle rental receipt
- (4) Contractor shall make reservations as far in advance as possible in order to avoid incurring excessive or exorbitant airfare rates whenever possible, such that the contractor minimizes travel costs at all times.
  - a) When booking reservations, the Contractor is not authorized the use of the USDA Travel Agent.
  - b) The Contractor will choose the air and car rental firms.
  - c) The Contractor will choose the hotel/motel. The Government will reimburse the Contractor for the airline tickets, car rental costs, as well as per diem at actual costs.

(c) **Travel Management**

- (1) Written request for COR approval of travel must be received prior to the travel being made and shall contain the following information.
  - a) Name of traveler.
  - b) Destinations
  - c) Purpose
  - d) Duration
  - e) Estimated Costs.
- (2) Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable. Exceptions are when travel accommodations require circuitous routing, when travel is required during unreasonable hours, excessively prolonged travel, travel resulting in increased costs, travel accommodations are not reasonably adequate for the physical or medical needs of the traveler, or when standard travel arrangements are not reasonably available to meet the mission requirements. If any of the exceptions are applicable, the Contractor shall justify in writing to the COR who shall approve or disapprove each request on an individual basis.
- (3) The Contractor shall charge General and Administrative expenses but not fee when any transportation cost are billed directly and subsequently paid by the Government.
- (4) Other Travel - The Contractor may be required to travel at other times as authorized.

## **G.10 MODIFICATION OF ORDERS**

The Government may modify or terminate any Task Order upon written notice from the Contracting Officer. Upon termination, the Contractor shall deliver to the Government all documents, specifications, plans, and material produced by or provided to the Contractor as of the date of the termination as well as documentation for all products designed or developed by the Contractor. (Reference Section I, FAR Clauses 52.249-02, Termination for the Convenience of the Government (Fixed Price), and 52.249-08, Default (Fixed Price Supply and Service).

## **G.11 FAILURE TO REACH AGREEMENT**

If agreement cannot be reached on total price, period of performance, or any other term or condition of the Task Order, the Contracting Officer may unilaterally establish the terms and conditions of the Task Order. The Contractor may pursue any unilateral term or condition as a disputes under the "Disputes Alternate I" clause of this contract. (Reference Section I, FAR Clause 52.233-01).

## **G.12 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE**

(a) The Contractor shall observe the following holidays:

- New Year's Day
- Martin Luther King Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas

(b) In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute.
- Any other day designated by Executive Order.
- Any other day designed by the President's Proclamation.

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

(d) When the Government grants excused absence to its employees (example: office closing due to inclement weather or moves), assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Representative. There may be some excused absences that will be without pay to the contractors. Those will be reviewed on a case by case basis by the CO or COR.

**G.13 NONPAYMENT FOR ADDITIONAL WORK**

Any additional supplies or services or a change to work specified herein which may be performed by the Contractor either of his own volition or at the request of individuals other than a duly appointed Contracting Officer, except as may be explicitly authorized in this contract, are not authorized and will not be paid for. Only a duly appointed Contracting Officer of USDA/FSA, is authorized to change the specifications, terms and conditions in this contract, or Delivery Orders issued under this contract.

(End of Section)

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## **SECTION H – SPECIAL CONTRACT PROVISIONS**

### **H.1 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)**

A post award conference with the successful offeror(s) is required. It is our intent that the conference will be scheduled within the first 30 days after the date of contract award. Successful offeror(s) will be notified.

### **H.2 CLOSE-OUT PROCEDURES**

It is the Government's intent to perform close-out procedures on the current contract. The Contractor agrees to perform those internal functions necessary to support this processes in a timely manner. Contract close-out will occur as soon as possible after Task order performance.

### **H.3 CONTRACTOR PERSONNEL**

#### **H.3.1 GENERAL**

- (a) The Contractor shall provide the skilled personnel, supervision, management and administrative services necessary to successfully meet the Government's requirements. Required skills categories are defined in terms of minimum qualifications and typical duties in Section C.7, Skill Category Requirements and Descriptions. The Government reserves the right to accept or reject personnel based on individual résumés and contract requirements. Further, the Government reserves the right to review the résumé of any proposed individual for work under this contract, to include sub-contractor personnel and consultants. The supervision of Contractor employees shall be the responsibility of the Contractor.
- (b) Personnel other than key personnel are considered support personnel (including both mainstream and miscellaneous support categories). Personnel, both key and support, assigned to work on the contract must be acceptable to the Government in terms of capabilities and professional qualifications. Should the continued assignment to this contract of any person in the Contractor's organization be deemed by the Government to conflict with the interests of the Government, the Contractor shall be required to remove that person from the assignment and replace him/her with an individual of acceptable qualifications.
- (c) The Contractor shall provide staffing necessary to complete the work days specified in each Task Order. The Task Order should be submitted to the Contractor a minimum of thirty (30) days before the start of the Task Order performance period to allow resources to be added or subtracted from the Contractor's project team.
- (d) The Contractor and its employees shall conduct only business covered by this contract during periods paid for by the Government, and will not conduct any other business on Government premises. Contractor personnel will abide by the normal rules and regulations applicable to the Government premises on which they work, including any applicable safety and security regulations. The Contractor will schedule work hours of all on-site personnel in a manner that will provide maximum responsiveness to the Government's requirements. Normal work hours for Contractor personnel will not exceed 80 hours every two weeks without the prior approval of the Contracting Officer.

- (e) The Contractor shall appoint one (1) Project Manager who will be located at the Kansas City site, who will be the Contractor's authorized contact points with the Government unless otherwise negotiated. This request will be based on the size and complexity of the TO/DO request(s).

The Program Manager must be an employee of the Offeror's company. Subcontractors or consultants will not be acceptable for the position of Program Manager. The Program Manager must be available as necessary to manage contract performance, and may not serve in any other capacity under this contract.

- (f) The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:
- (1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
  - (2) Conduct business, other than that which is covered by this contract, during periods paid by the Government;
  - (3) Conduct business not directly related to this contract on Government premises;
  - (4) Use computer systems and/or other Government facilities for company or personal business; or
  - (5) Recruit on Government premises or otherwise act to disrupt official Government business.

### **H.3.2 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)**

- (a) The Contractor shall assign to this contract, the following key personnel:
- Program Manager.

The Government will designate other key personnel on a TO by TO basis. Key personnel will be identified for a specific TO at the time the TO request is issued.

- (b) During the first twelve (12) months of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial twelve-month period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 60 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

### **H.3.3 ADDITIONAL REQUIREMENTS OF KEY PERSONNEL**

In responding to a TO request, the Contractor may provide more than the requested resumes in fulfilling key personnel positions being solicited under that TO request. Upon award of a TO, the Contractor shall furnish the number of the individuals negotiated for each key personnel position to perform under the TO.

Onsite or offsite requirements for key personnel will be stated in individual TO requests when required. Determination of key personnel status for staff proposed by the Contractor, unless specified otherwise in the TO/DO request, will be based on the critical importance and the level of involvement of that person to the project. Proper assignment of key personnel status will impact evaluation of proposals submitted in response to Task Order requests.

### **H.3.4 SUBSTITUTION OF KEY MANAGEMENT PERSONNEL**

Individuals proposed as key management personnel (Reference Section C.11.1, Program Manager Requirements) and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the Contractor to replace any of the individuals designated as key management personnel, the Contractor shall request such substitutions in accordance with this clause.

- (a) All substitutes must have qualifications at least equal to those of the person being replaced.
- (b) All appointments of key management personnel shall be approved by the Contracting Officer, and no substitutions of such personnel shall be made without the advance written approval of the Contracting Officer.
- (c) Except as provided in paragraph (d) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitution of key management personnel must be submitted in writing to the Contracting Officer, including the information required in paragraph (5) of this provision.
- (d) Where individuals proposed as key management personnel become unavailable between the submission of the final proposal revisions and contract award because of sudden illness, death or termination of employment, within 5 days following contract award, the Contractor shall notify the Contracting Officer in writing of such unavailability and who will be performing, if required, as the temporary substitute. Within 15 days following contract award, the Contractor shall submit in writing to the Contracting Officer, proposed substitutions for the unavailable individuals.
- (e) Request for substitution of key management personnel must provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the Contracting Officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
- (f) The Contracting Officer shall promptly notify the Contractor in writing of his/her approval or disapproval of all requests for substitution of key management personnel. All disapprovals will require re-submission of another substitution within 15 days by the Contractor.

### **H.4 ORGANIZATIONAL CONFLICT OF INTEREST AND LIMITATION OF FUTURE CONTRACTING**

The following provisions are in accordance with FAR subpart 9.5:

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- (a) The USDA, including any echelon or sub-echelon activity of the Department of the Agriculture, will not consider the Contractor, its successor-in-interest, assignee, or affiliates as a prime source of supply for, nor allow it to be a subcontractor or consultant to a supplier for, any follow-on procurement of a system, subsystem, or major component thereof, including training related thereto, for which the contractor provides technical support services, analyses, system design and evaluation or other types of assistance ordered under this contract. For examples of a follow-on procurement, see FAR subsection 9.508. These examples are not all inclusive, but are intended to help the Contracting Officer apply the general rules in FAR subsection 9.505 to individual contract situations.
- (b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work related to this contract, unless exempted in writing by the Contracting Officer.
- (c) To prevent unfair competitive advantage in the procurement of any similar Federal Information Technologies (IT) support services that are the subject of this contract, the Contractor agrees that, until award of a contract by the Farm Service Agency for any of these services, it (1) shall not disclose any information concerning the work under this contract, including technology developed or findings and conclusions rendered by the Contractor in performing this contract, to any prospective Offeror; and (2) shall not render any services of any kind related to this procurement to any prospective Offeror.
- (d) If, by Task Order under this contract, the Contractor is required to prepare a statement of work or to design or develop specifications/requirements that are to be incorporated or used in a solicitation for future acquisition of a system, subsystem, or major component thereof relating to the subject matter of this contract, the USDA/Farm Service Agency, including any echelon or sub-echelon activity, will not consider the contractor, its successor-in-interest, assignee or affiliates as a prime source of supply for, nor allow it to be a subcontractor or consultant **to a supplier for the procurement of the related system, subsystem, or major component thereof. The Contractor, subcontractors and consultants at any tier have an affirmative duty to disclose to the CO actual, potential or apparent conflicts whenever there is reason to believe such exist or will exist. When the Government is aware of a requirement that may Limit Future Contracting whereby a potential conflict of interest may arise or exist, it will notify the Offeror(s) of that potential conflict.**
- (e) The restrictions and provisions of paragraph (d) above shall be in effect for a period of two (2) years from the performance completion date of any TO. At any time subsequent to the effective date of this contract, the Government may either modify the restrictions of paragraph (c), and (d), or waive the restrictions entirely if it is determined to be in the best interests of the Government. The restrictions contained herein do not in any way limit the restrictions delineated in FAR subpart 9.5.

#### **H.5 RESTRICTIONS AGAINST DISCLOSURE (AGAR 452.237-75) (FEB 1988)**

- (a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, e.g., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees not to disclose any information concerning work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

#### **H.6 LABOR CATEGORIES**

The labor categories represent the Government's best estimate of the kind of personnel required for successful contract performance. It is recognized by the Government that the inventory of data processing and/or information systems, technologies, methodologies and processes ranges from obsolescent to near state-of-the-art and that the technology presently being introduced into the information technology marketplace is revolutionary rather than evolutionary. The ability of the Contractor to respond to the old and new technologies, methodologies, and processes is both necessary and appropriate. Although the Contractor is expected to map from the contract categories to the Contractor's own categories, for the purpose of matching resources to requirements, the use of additional labor categories not currently contemplated may be necessary over the term of the contract. Certain unique labor categories may be required under specific Task orders.

## **H.7 GOVERNMENT FURNISHED PROPERTY**

### **H.7.1 GOVERNMENT FURNISHED ITEMS**

All Government furnished items will be identified in individual Task Orders as applicable. If any given Task Order issued under the contract requires work to be performed on the Government's site, the Government will provide office work space, office automation equipment, telephones, office supplies and furnishings for Contractor personnel unless authorized by the CO to deviate from this requirement.

### **H.7.2 RESPONSIBILITY FOR DOCUMENTATION/INFORMATION**

Based on the requirement that all work under this contract shall comply with the latest version of all applicable standards (Reference Section C, Standards) the following conditions will be employed throughout the life of the contract.

- (a) The Contractor shall be responsible for obtaining and maintaining all the documents necessary for performance under this contract.
- (b) The Government will provide assistance whenever possible in securing addresses for requesting documents and any other general guidance.
- (c) The Government will not be responsible for copying any standards, mailing or faxing standard documentation, researching standards information or providing assistance other than advisory.
- (d) Individual task orders will reference the applicable standard versions and/or exceptions as necessary.

### **H.7.3 CONTRACTOR RESPONSIBILITY FOR ASSIGNED SPACE, EQUIPMENT AND SUPPLIES**

If, due to the fault or neglect of the Contractor, his agents, or employees, damage occurs to any Government property, equipment, stock or supplies, during the performance of this contract, on site, the Contractor shall be responsible for such loss or damage and the Government, at its option, may either require the Contractor to replace all property or to reimburse the Government for full value of the lost or damaged property.

The Contractor is responsible for maintaining all Government provided assigned space(s) in a clean and orderly fashion during the course of this contract. All telephones at the Government's site are for conducting official Government business only.

#### **H.7.3.1 TRANSPORTATION OF GOVERNMENT FURNISHED PROPERTY (GFP)**

The Contractor shall be responsible for transporting all GFP between the Government site and the Contractor's place of performance. Pickup and delivery of all materials shall be in accordance with the schedule defined for each specific requirement. The contractor must receive obtain the written authorization of the contracting officer's representative prior to the transportation of any and all GFP.

### **H.7.3.2 VALIDATION OF GOVERNMENT FURNISHED PROPERTY**

The following procedures apply to the validation of GFP:

- (a) Within three (3) work days of receipt of any GFI, the Contractor shall validate the accuracy of the materials and notify the Government of any discrepancies.
- (b) Validation shall consist of the Contractor checking for physical and logical completeness and accuracy. Physical completeness and accuracy shall be determined when all materials defined as Government furnished minimums as provided, as defined in the TO/DO. Logical completeness and accuracy shall be determined when all materials defined as minimums and associated with a program, system, or work packages are provided.
- (c) GFP errors or discrepancies shall be consolidated and the Government notified using the Exhibit D

### **H.7.3.3 HANDLING OF GOVERNMENT FURNISHED PROPERTY**

The Contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or that the Contractor has access to by virtue of the provisions of this contract, that are not intended for public disclosure.

The materials and information made available to the Contractor by the Government, or that the Contractor comes into contact with in completing this contract, are the exclusive property of the Government. The Contractor shall return to the Government all materials (copies included) that were furnished to the Contractor by the Government in the performance of this contract.

### **H.8 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70) (FEB 1988)**

- (a) Confidential information, as used in this clause, means (1) information or data of a personal nature proprietary about an individual, or (2) information or data submitted by or pertaining to an institution or organization.
- (b) In addition to the types of confidential information described in (a) (1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a) (1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution, or organization.

**H.9 INSURANCE COVERAGE - AGAR 452-228-71 (NOV 1996)**

Pursuant to FAR clause 52,228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) **GENERAL LIABILITY**

The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) **AUTOMOBILE LIABILITY**

The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) **AIRCRAFT PUBLIC AND PASSENGER LIABILITY**

When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

**H.10 GENERAL LIABILITY**

Reference Section I - Clause 52-228-7, "Insurance - Liability to Third Persons". The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor, under this contract.

**H.11 UTILIZATION OF CONTRACTOR PERSONNEL**

In order to ensure a smooth and orderly start up of the contract, it is essential that the Program Manager and other key personnel specified in the contractor's proposal for that TO be available on the effective date of the contract. If these personnel are not made available at that time, the Contractor shall show cause.

If the Contractor does not show cause, the Contractor may be subject to default action as prescribed by FAR 52.249-8, Default (Fixed Price Supply and Service) Term for Cause.

In order to ensure a smooth and orderly start up of the task orders, all personnel will be available no later than 30 days after task order award, unless otherwise specified.

#### **H.12 UNSATISFACTORY PERFORMANCE BY CONTRACTOR PERSONNEL**

In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the contract, or any DO issued hereunder, the Government reserves the right to request and receive satisfactory personnel replacement within five (5) calendar days of receipt by the Contractor of written notification from the Contracting Officer. Notification will include the reason for requesting the replacement. Replacement personnel must have the same minimum qualifications as specified in TO/DO and meet any applicable security requirements.

#### **H.13 SUPERVISION OF CONTRACTOR PERSONNEL**

The contractor supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein and in task orders/delivery orders issued hereunder. The Contractor shall select, supervise, and exercise control and direction over its employees under this contract.

The Contractor shall not supervise, direct or control the activities of Government personnel or the employees of any other Contractor. The Government shall not exercise any supervision or control over the Contractor in its performance of contractual services under this contract. The Contractor is accountable to the Government for the action of its personnel. If required, specific guidance shall be obtained by the Contracting Officer (CO) or as delegated by the CO, from the COR.

#### **H.14 PRODUCTIVE DIRECT LABOR HOURS**

“Productive direct labor hours” are those hours expended by Contractor personnel in performing work under this contract and called for in the Task Orders issued under the contract. This does not include sick leave, vacation, holidays, jury duty, military leave, or any other kind of administrative leave.

#### **H.15 STANDARD WORK DAY**

A standard work day is defined as any eight (8) hours of productive labor during the core business hours of 9:30 A.M. through 2:30 P.M. Monday through Friday, excluding period listed above. Performance may be required outside the hours defined above, if so specifics will be defined in the task order/delivery order.

#### **H.16 EXCEPTION TO AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

Notwithstanding the FAR clause 52.232-19, Availability of Funds for the Next Fiscal year (APR 1984) Fixed price or “completion type task orders” (this excludes time and materials task orders), if not incrementally funded are fully funded at the time of task order execution. Therefore, the contract clauses noted above is not applicable to these orders.

#### **H.17 TASK/DELIVERY ORDER OMBUDSMAN**

In accordance with 41 U.S.C. 253j (e) (Mar 1996), the Task/Delivery Orders Contracts Ombudsman is the Chief, Policy and Procedures Branch, Acquisition Management Division, (202) 720-7349.

Ombudsman Responsibilities:

- (1) Address Contractor concerns regarding compliance with the award procedures for task/delivery orders;
- (2) Review Contractor complaints on task/delivery order contracts;
- (3) Ensure all Contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with 41 U.S.C. 252j(b); and

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- (4) When requested, maintain strict confidentiality of the vendor/Contractor requesting assistance.

#### **H.18 CORRESPONDENCE PROCEDURES**

To promote timely and effective administration, correspondence (except for vouchers) submitted under this contract) shall be subject to the following procedures:

- (a) Technical correspondence (where technical issues relating to compliance with task order specifications are involved shall be addressed to the Contracting Officer's Technical Representative (COTR) with information copies to the COR.
- (b) All other correspondence (that proposes or otherwise involves waivers, deviations or modifications to the requirements terms or conditions of this contract) shall be addressed to the Contracting Officer, with an information copy to the COR.

#### **H.19 PUBLICITY**

Publicity releases in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

#### **H.20 INCORPORATION OF CERTIFICATIONS**

The Contractor's completed Section K, Representation, Certifications and Other Statements of Offerors or an ORCA certification, is hereby incorporated by reference with the same force and effect as if set forth in full text.

#### **H.21 SECURITY**

All Contractor personnel requiring access to the Government's site will be subject to the security clearance procedures set forth in this Section H. Contractor employees must be able to pass background investigations.

##### **H.21.1 SENSITIVE INFORMATION**

(See Task Order Specification) - Individual task orders will identify whether contractors will have access to sensitive but unclassified information.

##### **H.21.2 SECURITY CLEARANCES**

- (a) The Government will require security clearances for certain contractor employees performing work under this contract in government facilities, as well as employees with access to government IT systems. Employees assigned to positions requiring a security clearance must be able to pass a minimum background investigation. Any employee not meeting this criterion shall be removed from the contract(s) by the Contractor, immediately upon notification by the Contracting Officer. The level of security clearance that applies to a particular position may be changed by the Contracting Officer during the contract performance period. Prior to beginning any work under a task order, all identified Contractor employee(s) will undergo a security screening
- (b) Necessary facility and/or staff clearances shall be in place prior to issuance of a TO under this contract. Individual task orders will identify sensitive work areas that will require additional clearances.

##### **H.21.3 FACILITY ACCESS**

When applicable, the Contractor shall arrange with the Contracting Officer's Representative (COR) and/or Contracting Officer's Technical Representative (COTR) procedures for means of access to

premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators and similar matters. Any requests received from the Contractor to change the sequence or scope of this access shall be referred to the COR.

#### **H.21.4 RIGHTS OF INGRESS AND EGRESS**

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

#### **H.21.5 BUILDING ACCESS PASSES**

FSA has specific Agency security requirements that must be followed to obtain access and obtain a Building Pass. The Contractor will be apprised in the TO and the following applies:

- (a) Ensure that each contractor employee has been issued either a temporary or permanent badge from the Government. Temporary or visitor badges will be provided for persons who are identified as having an infrequent or temporary legitimate business need for access to the site. The badge will serve to authorize the wearer to enter and leave the security area. The badge must be worn so as to be clearly visible at all time when on the work site. The badge will be retained by the individual as long as he is required continued admittance to the site.
- (b) Each will be subject to Federal laws applicable to Government installations, e.g., a ticket issued by the Federal Protective Officers and possible tow-away of vehicle.
- (c) The Government reserves the right to exclude or remove from the site or building any employee of the contractor or subcontractor whose background investigation indicates an undesirable history. Current Federal and USDA laws and regulations will be the applied reference to suitability for employment.
- (d) When the Government directs, the contractor shall restrict the employment under the contract or remove from performance on the contract any person who is identified as a potential threat to the health, safety, security, general well being, or operational mission of the USDA and its population.
- (e) The applicable contractor employees are subject to approval by USDA. Applicable contractor employees who undergo Minimum Background Investigation checks which reveal the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor, or a record of arrests for continuing offenses. The USDA and the Federal Protective Services reserves the right to determine if a contractor employee assigned to a task shall continue with the task. The contractor shall agree to remove the person assigned within one day of official notification by USDA and provide a replacement within five days. New hires or substitution of personnel are subject to the Minimum Background Investigation requirement.

### **H.22 CONTRACTOR RESPONSIBILITIES**

#### **H.22.1 CONTRACTOR PROVISION OF EQUIPMENT AND SUPPLIES**

Unless otherwise specified in an individual TO, the Contractor shall provide all office equipment (including computer/workstations and data communications) and consumable supplies required for performance of, or in support of, offsite work for this contract. Unusual production requirements in excess of normal expectations set forth in Section F will be addressed on a case-by-case basis.

**H.22.2 DEPARTMENT OF LABOR WAGE DETERMINATION**

The Contractor shall not pay less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative.

- (a) Department of Labor (DOL) Wage Determinations for the Washington, DC, Kansas City, MO and Saint Louis, MO are provided in the attachment Labor and Hour Wage Determination (reference Section J).
- (b) A current copy of the Wage Determination for Salt Lake City, UT has been requested from the DOL. A copy of any revised or updated Wage Determinations that may affect this contract will be forwarded to the Contractor upon receipt from DOL.

If receipt of the requested DOL Wage Determinations are received after contract award, and if any wages are lower for Contractor personnel employed under the contract, then negotiations will be held to resolve the deficiencies.

**H.23 CONTRACTOR STAFF TRAINING**

- (a) The Contractor shall provide fully trained and experienced technical and lead personnel required for performance of work under this contract. Training of contractor personnel shall be performed by the Contractor at the Contractor's expense, except:
  - (1) When training is authorized by the Government to meet special requirements that are peculiar to a particular task order, under the conditions set forth above, the Government will reimburse the Contractor for labor, tuition, and travel (if required) in accordance with the Contractor's standard accounting/estimating procedures. For training expenses (including labor) reimbursed as a direct cost under the task order, the Contractor agrees to reimburse the Government a pro rata share of the training expenses for each employee who subsequently is no longer employed under the task order. For example, within one year from the completion of training if the Government paid \$12,000 to train an individual no longer employed under the task order after six months, the Contractor would reimburse the Government \$6,000. A replacement after that time frame would reduce the prorata reimbursement owed the Government (i.e., under the above scenario if the employee is replaced after one month with an individual who has received the same training, the amount to be reimbursed would be reduced from \$6,000 to \$1,000).
  - (2) Limited training of Contractor employee(s) may be authorized when the Government changes the hardware, technology and/or software during performance of an ongoing task and it is determined to be in the best interest of the Government.
- (b) The Government will not authorize training for contractor employees to attend seminars, symposia, or User Group Conferences unless certified by the Contractor and agreed to by the Government that attendance is mandatory for the performance of a task/delivery order requirement. When training is authorized by the Contracting Officer in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required.
- (c) Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market, except as stated in item 2 above in this section.

#### **H.24 PUBLICATION OF TECHNICAL PAPERS**

Publication or presentation of technical papers based on the work performed under this contract may be permitted subject to the prior review and release by the Government Contracting Officer.

The Contractor shall have documentation available in alternative formats (e.g., Braille, large print, audio, and video) for Government employees who cannot read standard print. Assistance and/or information regarding the technologies described in this paragraph are available by contacting the USDA TARGET Center at (202) 720-2600.

#### **H.25 RECYCLING PROGRAMS**

The Contractor shall participate in any Government Paper Recycling Program established at the various sites identified in Section C. Recycling containers will be furnished by the Government for Contractors to collect and accumulate paper (white paper, copier paper, green bar paper and white note/tablet paper) on a timely basis for recycling.

#### **H.26 NONPERSONAL SERVICES**

- (a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. **No Contractor employee will be directly supervised by the Government.** All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- (b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
- (c) The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

#### **H.27 CORRECTION OF SOFTWARE AND DOCUMENTATION**

The Contractor shall, over the term of the contract, under any task order issued, correct errors in Contractor developed software and applicable documentation, according to the performance criteria outlined in individual task orders. Or, according to the following:

- (a) If a system is in production, corrections shall be completed within 1 working day of the date the contractor is notified of the error (or a date mutually agreed to between the Government and contractor not to exceed 30 working days).
- (b) If a system is NOT in production, corrections shall be made within 5 working days of the date the

contractor is notified of the error (or a date mutually agreed to between the Government and contractor not to exceed 30 working days).

Latent defects will be handled in the same manner as soon as they are discovered. Inability of the parties to determine the cause of software errors shall be resolved in accordance with the Disputes clause in Section I, FAR 52-233.1 (October 1995), incorporated by reference in the contract, but in no event constitute grounds for delay of error correction beyond the time frames specified.

(End of Section)

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## SECTION I – CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-02) (FEB 1998))

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<i>FAR CLAUSE NO.</i>	<i>TITLE</i>	<i>DATE</i>
52.202-1	DEFINITIONS	MAR 2001
52.203-3	GRATUITIES	APR 1984
52.203.5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	OCT 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52-203.8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR IMPROPER OR ILLEGAL ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING COPYING DOUBLE SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS -- NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSION	OCT 1997

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<i><b>FAR CLAUSE NO.</b></i>	<i><b>TITLE</b></i>	<i><b>DATE</b></i>
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUN 1999
52.219-10	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	JUL 1990
52.222-03	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES EMPLOYMENTS REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT MULTIPLE YEAR AND OPTION CONTRACT	MAY 1989
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52-223-5	POLLUTION PREVENT AND RIGHT-TO-KNOW INFORMATION	APR 1998
52.223-6	DRUG FREE WORKPLACE	MAR 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52-224-2	PRIVACY ACT	APR 1984
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984

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<i><b>FAR CLAUSE NO.</b></i>	<i><b>TITLE</b></i>	<i><b>DATE</b></i>
52.227-14	RIGHTS IN DATA -- GENERAL ALTERNATE I, II, III, V (JUNE 1987)	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS	JUN 1987
52.228-5	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION	SEP 1989
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	JUN 1996
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232.25	PROMPT PAYMENT	*MAY 2001
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTER	MAY 1999
52.233-01	DISPUTES ALTERNATE I (DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)	AUG 1996
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES -- FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987

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<i><b>FAR CLAUSE NO.</b></i>	<i><b>TITLE</b></i>	<i><b>DATE</b></i>
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	AUG 1987
52.244-2	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) ALTERNATE I (APR 1984)	DEC 1989
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-20	WARRANTY OF SERVICES	MAR 2001
52.246-25	LIMITATION OF LIABILITY -- SERVICES	FEB 1997
52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	SEPT 1996
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)**

This contract is subject to the written approval of the Head of the Contracting Authority, and shall not be binding until so approved.

**I.3 ORDERING (FAR 52.216-18) (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the option year being exercised.
- (b) All Delivery Orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order or Task Order and this contract, the contract shall control.
- (c) If mailed, a Delivery Order or Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

- (a) MINIMUM ORDER

When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) **MAXIMUM ORDER**

The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$5 million;
  - (2) Any order for a combination of items in excess of \$250 million [shared between all awards made under the FSA FAST solicitations both full and open and set aside];
  - (3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months beyond the effective period of the contract.

**I.6 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to three sources under this solicitation (three under full and open solicitation and three under small business set-aside solicitation).

**I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-09) (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor before the expiration of the preceding contract period, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a date of award not to exceed five years and six months.

**I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

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

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

Will be updated

<b>EMPLOYEE CLASS</b>	<b>MONETARY WAGES</b>									
	<i>District of Columbia, Maryland, Virginia</i>	<i>Kansas City, MO</i>	<i>Fort Collins, CO</i>	<i>Salt Lake City, UT</i>	<i>Fort Worth, TX</i>	<i>Lincoln NE</i>	<i>St. Louis, MO</i>	<i>Atlanta, GA</i>	<i>Madison, WI</i>	<i>Davis, CA</i>
Information Technology Specialist (IT)	25.47	25.03	24.88	24.88	25.35	24.88	24.95	25.11	24.88	25.59
Junior IT Specialist	21.25	20.88	20.76	20.76	21.15	20.76	20.82	20.95	20.76	21.35
Senior IT Technician	17.56	17.26	17.16	17.16	17.48	17.16	17.21	17.31	17.16	17.64
IT Technician	14.36	14.11	14.03	14.03	14.29	14.03	14.07	14.15	14.03	14.42
IT Admin. Support	25.47	25.03	24.08	24.08	25.35	24.88	24.95	25.11	24.08	25.59
Senior Security Specialist	30.29	29.76	29.59	29.59	30.15	29.59	29.68	29.86	29.59	30.43
Security Specialist	25.47	25.03	24.88	24.88	25.35	24.88	24.95	25.11	24.88	25.59
Junior Security Specialist	21.25	20.88	20.76	20.76	21.15	20.76	20.82	20.95	20.76	21.35

June 14, 2007

<b>EMPLOYEE CLASS</b>	<b>MONETARY WAGES</b>									
	<i>District of Columbia, Maryland, Virginia</i>	<i>Kansas City, MO</i>	<i>Fort Collins, CO</i>	<i>Salt Lake City, UT</i>	<i>Fort Worth, TX</i>	<i>Lincoln NE</i>	<i>St. Louis, MO</i>	<i>Atlanta, GA</i>	<i>Madison, WI</i>	<i>Davis, CA</i>
Information Technology Training Specialist	25.47	25.03	24.88	24.88	25.35	24.88	24.95	25.11	24.88	25.59

(End of Section)

## SECTION J – LIST OF ATTACHMENTS

<i>ATTACHMENT</i>	<i>DESCRIPTION</i>	<i>NUMBER OF PAGES</i>
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<b>B</b>	Labor Categories and Hours	25
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<b>D</b>	Labor and Hour Wage Determination	72
<b>E</b>	Small, Veteran Owned Small Business, HUBZone Small Business, Small Disadvantaged and Women Owned Small Business Subcontracting Plan Format	8
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(End of Section)

June 7, 2007

**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year III  
Page 1 of 10

**Base Year - (From Date of Contract Award not to Exceed 12 months from that Date)**  
**FIXED PRICE RATES**

CLIN	TITLE	SITE	EST HRS	ON-SITE <sup>1</sup> HRLY RATE	TOTAL EST. \$	CLIN	EST HRS	OFF-SITE <sup>2</sup> HRLY RATE	TOTAL EST. \$
00101A	(1) Program Manager	Washington, DC (WDC)	0	\$0.00	\$0.00	00101B	0	\$0.00	\$0.00
00102A	(See Section C.1.7.1)	Kansas City, MO (KC)	0	\$0.00	\$0.00	00102B	0	\$0.00	\$0.00
00103A		St. Louis, MO (STL)	0			00103B	0		
00104A		Salt Lake City, UT (SLC)	0	\$0.00	\$0.00	00104B	0	\$0.00	\$0.00
00201A	(2) Senior Systems	WDC	0	\$0.00	\$0.00	00201B	0	\$0.00	\$0.00
00202A	Architect	KC	0	\$0.00	\$0.00	00202B	0	\$0.00	\$0.00
00203A	(See Section C.1.8.1)	STL	0			00203B	0		
00204A		SLC	0	\$0.00	\$0.00	00204B	0	\$0.00	\$0.00
00301A	(3) Systems Architect	WDC	0	\$0.00	\$0.00	00301B	0	\$0.00	\$0.00
00302A	(See Section C.1.8.2)	KC	0	\$0.00	\$0.00	00302B	0	\$0.00	\$0.00
00303A		STL	0			00303B	0		
00304A		SLC	0	\$0.00	\$0.00	00304B	0	\$0.00	\$0.00
00401A	(4) Junior Systems	WDC	0	\$0.00	\$0.00	00401B	0	\$0.00	\$0.00
00402A	Architect	KC	0	\$0.00	\$0.00	00402B	0	\$0.00	\$0.00
00403A	(See Section C.1.8.3)	STL	0			00403B	0		
00404A		SLC	0	\$0.00	\$0.00	00404B	0	\$0.00	\$0.00
00501A	(5) Senior Information	WDC	0	\$0.00	\$0.00	00501B	0	\$0.00	\$0.00
00502A	Technology Specialist	KC	0	\$0.00	\$0.00	00502B	0	\$0.00	\$0.00
00503A	(See Section C.1.8.4)	STL	0			00503B	0		
00504A		SLC	0	\$0.00	\$0.00	00504B	0	\$0.00	\$0.00
00601A	(6) Information Technology	WDC	0	\$0.00	\$0.00	00601B	0	\$0.00	\$0.00
00602A	Specialist	KC	0	\$0.00	\$0.00	00602B	0	\$0.00	\$0.00
00603A	(See Section C.1.8.5)	STL	0			00603B	0		
00604A		SLC	0	\$0.00	\$0.00	00604B	0	\$0.00	\$0.00
00701A	(7) Junior Information	WDC	0	\$0.00	\$0.00	00701B	0	\$0.00	\$0.00
00702A	Technology Specialist	KC	0	\$0.00	\$0.00	00702B	0	\$0.00	\$0.00

**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year III  
Page 2 of 10

00703A	(See Section C.1.8.6)	STL	0			00703B	0		
00704A		SLC	0	\$0.00	\$0.00	00704B	0	\$0.00	\$0.00
		ON-SITE SUBTOTAL			\$0.00	OFF-SITE SUBTOTAL			\$0.00
00801	(8) Travel <sup>3</sup>	WDC							
00802		KC							
00803		STL							
00804		SLC							
00901	(9) Other Direct Costs <sup>4</sup>	WDC							
00902		KC							
00903		STL							
00904		SLC							
TOTAL ESTIMATED COST FOR BASE YEAR									\$0.00

<sup>1</sup> On-site is defined in Section B.

<sup>2</sup> Off-site is defined in Section B.

***(Travel and ODC estimated dollars are provided for evaluation purposes only, and should not be modified.)***

<sup>3</sup> Travel is defined in Sections B and G.

<sup>4</sup> Other Direct Costs are defined in Section B.

**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year III  
Page 3 of 10

**Option Year I - (After the Conclusion of the Base Year and no more than 12 months from that Date)**  
**FIXED PRICE RATES**

CLIN	TITLE	SITE	EST HRS	ON-SITE <sup>1</sup> HRLY RATE	TOTAL EST. \$	CLIN	EST HRS	OFF-SITE <sup>2</sup> HRLY RATE	TOTAL EST. \$
10101A	(1) Program Manager	Washington, DC (WDC)	0	\$0.00	\$0.00	10101B	0	\$0.00	\$0.00
10102A	(See Section C.1.7.1)	Kansas City, MO (KC)	0	\$0.00	\$0.00	10102B	0	\$0.00	\$0.00
10103A		St. Louis, MO (STL)	0			10103B	0		
10104A		Salt Lake City, UT (SLC)	0	\$0.00	\$0.00	10104B	0	\$0.00	\$0.00
10201A	(2) Senior Systems	WDC	0	\$0.00	\$0.00	10201B	0	\$0.00	\$0.00
10202A	Architect	KC	0	\$0.00	\$0.00	10202B	0	\$0.00	\$0.00
10203A	(See Section C.1.8.1)	STL	0			10203B	0		
10204A		SLC	0	\$0.00	\$0.00	10204B	0	\$0.00	\$0.00
10301A	(3) Systems Architect	WDC	0	\$0.00	\$0.00	10301B	0	\$0.00	\$0.00
10302A	(See Section C.1.8.2)	KC	0	\$0.00	\$0.00	10302B	0	\$0.00	\$0.00
10303A		STL	0			10303B	0		
10304A		SLC	0	\$0.00	\$0.00	10304B	0	\$0.00	\$0.00
10401A	(4) Junior Systems	WDC	0	\$0.00	\$0.00	10401B	0	\$0.00	\$0.00
10402A	Architect	KC	0	\$0.00	\$0.00	10402B	0	\$0.00	\$0.00
10403A	(See Section C.1.8.3)	STL	0			10403B	0		
10404A		SLC	0	\$0.00	\$0.00	10404B	0	\$0.00	\$0.00
10501A	(5) Senior Information	WDC	0	\$0.00	\$0.00	10501B	0	\$0.00	\$0.00
10502A	Technology Specialist	KC	0	\$0.00	\$0.00	10502B	0	\$0.00	\$0.00
10503A	(See Section C.1.8.4)	STL	0			10503B	0		
10504A		SLC	0	\$0.00	\$0.00	10504B	0	\$0.00	\$0.00
10601A	(6) Information Technology	WDC	0	\$0.00	\$0.00	10601B	0	\$0.00	\$0.00
10602A	Specialist	KC	0	\$0.00	\$0.00	10602B	0	\$0.00	\$0.00
10603A	(See Section C.1.8.5)	STL	0			10603B	0		
10604A		SLC	0	\$0.00	\$0.00	10604B	0	\$0.00	\$0.00
10701A	(7) Junior Information	WDC	0	\$0.00	\$0.00	10701B	0	\$0.00	\$0.00



**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year III  
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10702A	Technology Specialist	KC	0	\$0.00	\$0.00	10702B	0	\$0.00	\$0.00
10703A	(See Section C.1.8.6)	STL	0			10703B	0		
10704A		SLC	0	\$0.00	\$0.00	10704B	0	\$0.00	\$0.00
		ON-SITE SUBTOTAL			\$0.00	OFF-SITE SUBTOTAL			\$0.00
10801	(8) Travel <sup>3</sup>	WDC							
10802		KC							
10803		STL							
10804		SLC							
10901	(9) Other Direct Costs <sup>4</sup>	WDC							
10902		KC							
10903		STL							
10904		SLC							
TOTAL ESTIMATED COST FOR OPTION YEAR 1									\$0.00

<sup>1</sup> On-site is defined in Section B.

<sup>2</sup> Off-site is defined in Section B.

***(Travel and ODC estimated dollars are provided for evaluation purposes only, and should not be modified.)***

<sup>3</sup> Travel is defined in Sections B and G.

<sup>4</sup> Other Direct Costs are defined in Section B.

**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year III  
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**Option Year II - (After the Conclusion of the Option Year I and no more than 12 months from that Date)**  
**FIXED PRICE RATES**

CLIN	TITLE	SITE	EST HRS	ON-SITE <sup>1</sup> HRLY RATE	TOTAL EST. \$	CLIN	EST HRS	OFF-SITE <sup>2</sup> HRLY RATE	TOTAL EST. \$
20101A	(1) Program Manager	Washington, DC (WDC)	0	\$0.00	\$0.00	20101B	0	\$0.00	\$0.00
20102A	(See Section C.1.7.1)	Kansas City, MO (KC)	0	\$0.00	\$0.00	20102B	0	\$0.00	\$0.00
20103A		St. Louis, MO (STL)	0			20103B	0		
20104A		Salt Lake City, UT (SLC)	0	\$0.00	\$0.00	20104B	0	\$0.00	\$0.00
20201A	(2) Senior Systems	WDC	0	\$0.00	\$0.00	20201B	0	\$0.00	\$0.00
20202A	Architect	KC	0	\$0.00	\$0.00	20202B	0	\$0.00	\$0.00
20203A	(See Section C.1.8.1)	STL	0			20203B	0		
20204A		SLC	0	\$0.00	\$0.00	20204B	0	\$0.00	\$0.00
20301A	(3) Systems Architect	WDC	0	\$0.00	\$0.00	20301B	0	\$0.00	\$0.00
20302A	(See Section C.1.8.2)	KC	0	\$0.00	\$0.00	20302B	0	\$0.00	\$0.00
20303A		STL	0			20303B	0		
20304A		SLC	0	\$0.00	\$0.00	20304B	0	\$0.00	\$0.00
20401A	(4) Junior Systems	WDC	0	\$0.00	\$0.00	20401B	0	\$0.00	\$0.00
20402A	Architect	KC	0	\$0.00	\$0.00	20402B	0	\$0.00	\$0.00
20403A	(See Section C.1.8.3)	STL	0			20403B	0		
20404A		SLC	0	\$0.00	\$0.00	20404B	0	\$0.00	\$0.00
20501A	(5) Senior Information	WDC	0	\$0.00	\$0.00	20501B	0	\$0.00	\$0.00
20502A	Technology Specialist	KC	0	\$0.00	\$0.00	20502B	0	\$0.00	\$0.00
20503A	(See Section C.1.8.4)	STL	0			20503B	0		
20504A		SLC	0	\$0.00	\$0.00	20504B	0	\$0.00	\$0.00
20601A	(6) Information Technology	WDC	0	\$0.00	\$0.00	20601B	0	\$0.00	\$0.00
20602A	Specialist	KC	0	\$0.00	\$0.00	20602B	0	\$0.00	\$0.00
20603A	(See Section C.1.8.5)	STL	0			20603B	0		
20604A		SLC	0	\$0.00	\$0.00	20604B	0	\$0.00	\$0.00
20701A	(7) Junior Information	WDC	0	\$0.00	\$0.00	20701B	0	\$0.00	\$0.00

**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year III  
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20702A	Technology Specialist	KC	0	\$0.00	\$0.00	20702B	0	\$0.00	\$0.00
20703A	(See Section C.1.8.6)	STL	0			20703B	0		
20704A		SLC	0	\$0.00	\$0.00	20704B	0	\$0.00	\$0.00
		ON-SITE SUBTOTAL			\$0.00	OFF-SITE SUBTOTAL			\$0.00
20801	(8) Travel <sup>3</sup>	WDC							
20802		KC							
20803		STL							
20804		SLC							
20901	(9) Other Direct Costs <sup>4</sup>	WDC							
20902		KC							
20903		STL							
20904		SLC							
TOTAL ESTIMATED COST FOR OPTION YEAR 2									\$0.00

<sup>1</sup> On-site is defined in Section B.

<sup>2</sup> Off-site is defined in Section B.

***(Travel and ODC estimated dollars are provided for evaluation purposes only, and should not be modified.)***

<sup>3</sup> Travel is defined in Sections B and G.

<sup>4</sup> Other Direct Costs are defined in Section B.

**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year III  
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**Option Year III - (After the Conclusion of the Option Year II and no more than 12 months from that Date)**  
**FIXED PRICE RATES**

CLIN	TITLE	SITE	EST HRS	ON-SITE <sup>1</sup> HRLY RATE	TOTAL EST. \$	CLIN	EST HRS	OFF-SITE <sup>2</sup> HRLY RATE	TOTAL EST. \$
30101A	(1) Program Manager	Washington, DC (WDC)	0	\$0.00	\$0.00	30101B	0	\$0.00	\$0.00
30102A	(See Section C.1.7.1)	Kansas City, MO (KC)	0	\$0.00	\$0.00	30102B	0	\$0.00	\$0.00
30103A		St. Louis, MO (STL)	0			30103B	0		
30104A		Salt Lake City, UT (SLC)	0	\$0.00	\$0.00	30104B	0	\$0.00	\$0.00
30201A	(2) Senior Systems	WDC	0	\$0.00	\$0.00	30201B	0	\$0.00	\$0.00
30202A	Architect	KC	0	\$0.00	\$0.00	30202B	0	\$0.00	\$0.00
30203A	(See Section C.1.8.1)	STL	0			30203B	0		
30204A		SLC	0	\$0.00	\$0.00	30204B	0	\$0.00	\$0.00
30301A	(3) Systems Architect	WDC	0	\$0.00	\$0.00	30301B	0	\$0.00	\$0.00
30302A	(See Section C.1.8.2)	KC	0	\$0.00	\$0.00	30302B	0	\$0.00	\$0.00
30303A		STL	0			30303B	0		
30304A		SLC	0	\$0.00	\$0.00	30304B	0	\$0.00	\$0.00
30401A	(4) Junior Systems	WDC	0	\$0.00	\$0.00	30401B	0	\$0.00	\$0.00
30402A	Architect	KC	0	\$0.00	\$0.00	30402B	0	\$0.00	\$0.00
30403A	(See Section C.1.8.3)	STL	0			30403B	0		
30404A		SLC	0	\$0.00	\$0.00	30404B	0	\$0.00	\$0.00
30501A	(5) Senior Information	WDC	0	\$0.00	\$0.00	30501B	0	\$0.00	\$0.00
30502A	Technology Specialist	KC	0	\$0.00	\$0.00	30502B	0	\$0.00	\$0.00
30503A	(See Section C.1.8.4)	STL	0			30503B	0		
30504A		SLC	0	\$0.00	\$0.00	30504B	0	\$0.00	\$0.00
30601A	(6) Information Technology	WDC	0	\$0.00	\$0.00	30601B	0	\$0.00	\$0.00
30602A	Specialist	KC	0	\$0.00	\$0.00	30602B	0	\$0.00	\$0.00
30603A	(See Section C.1.8.5)	STL	0			30603B	0		
30604A		SLC	0	\$0.00	\$0.00	30604B	0	\$0.00	\$0.00

**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year III  
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30701A	(7) Junior Information	WDC	0	\$0.00	\$0.00	30701B	0	\$0.00	\$0.00
30702A	Technology Specialist	KC	0	\$0.00	\$0.00	30702B	0	\$0.00	\$0.00
30703A	(See Section C.1.8.6)	STL	0			30703B	0		
30704A		SLC	0	\$0.00	\$0.00	30704B	0	\$0.00	\$0.00
		ON-SITE SUBTOTAL			\$0.00	OFF-SITE SUBTOTAL			\$0.00
30801	(8) Travel <sup>3</sup>	WDC							
30802		KC							
30803		STL							
30804		SLC							
30901	(9) Other Direct Costs <sup>4</sup>	WDC							
30902		KC							
30903		STL							
30904		SLC							
TOTAL ESTIMATED COST FOR OPTION YEAR 3									\$0.00

<sup>1</sup> On-site is defined in Section B.

<sup>2</sup> Off-site is defined in Section B.

***(Travel and ODC estimated dollars are provided for evaluation purposes only, and should not be modified.)***

<sup>3</sup> Travel is defined in Sections B and G.

<sup>4</sup> Other Direct Costs are defined in Section B.

**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year IV  
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**Option Year IV - (After the Conclusion of the Option Year III and no more than 12 months from that Date)**  
**FIXED PRICE RATES**

CLIN	TITLE	SITE	EST HRS	ON-SITE <sup>1</sup> HRLY RATE	TOTAL EST. \$	CLIN	EST HRS	OFF-SITE <sup>2</sup> HRLY RATE	TOTAL EST. \$
40101A	(1) Program Manager	Washington, DC (WDC)	0	\$0.00	\$0.00	40101B	0	\$0.00	\$0.00
40102A	(See Section C.1.7.1)	Kansas City, MO (KC)	0	\$0.00	\$0.00	40102B	0	\$0.00	\$0.00
40103A		St. Louis, MO (STL)	0			40103B	0		
40104A		Salt Lake City, UT (SLC)	0	\$0.00	\$0.00	40104B	0	\$0.00	\$0.00
40201A	(2) Senior Systems	WDC	0	\$0.00	\$0.00	40201B	0	\$0.00	\$0.00
40202A	Architect	KC	0	\$0.00	\$0.00	40202B	0	\$0.00	\$0.00
40203A	(See Section C.1.8.1)	STL	0			40203B	0		
40204A		SLC	0	\$0.00	\$0.00	40204B	0	\$0.00	\$0.00
40301A	(3) Systems Architect	WDC	0	\$0.00	\$0.00	40301B	0	\$0.00	\$0.00
40302A	(See Section C.1.8.2)	KC	0	\$0.00	\$0.00	40302B	0	\$0.00	\$0.00
40303A		STL	0			40303B	0		
40304A		SLC	0	\$0.00	\$0.00	40304B	0	\$0.00	\$0.00
40401A	(4) Junior Systems	WDC	0	\$0.00	\$0.00	40401B	0	\$0.00	\$0.00
40402A	Architect	KC	0	\$0.00	\$0.00	40402B	0	\$0.00	\$0.00
40403A	(See Section C.1.8.3)	STL	0			40403B	0		
40404A		SLC	0	\$0.00	\$0.00	40404B	0	\$0.00	\$0.00
40501A	(5) Senior Information	WDC	0	\$0.00	\$0.00	40501B	0	\$0.00	\$0.00
40502A	Technology Specialist	KC	0	\$0.00	\$0.00	40502B	0	\$0.00	\$0.00
40503A	(See Section C.1.8.4)	STL	0			40503B	0		
40504A		SLC	0	\$0.00	\$0.00	40504B	0	\$0.00	\$0.00
40601A	(6) Information Technology	WDC	0	\$0.00	\$0.00	40601B	0	\$0.00	\$0.00
40602A	Specialist	KC	0	\$0.00	\$0.00	40602B	0	\$0.00	\$0.00
40603A	(See Section C.1.8.5)	STL	0			40603B	0		
40604A		SLC	0	\$0.00	\$0.00	40604B	0	\$0.00	\$0.00
40701A	(7) Junior Information	WDC	0	\$0.00	\$0.00	40701B	0	\$0.00	\$0.00

**SOLICITATION NUMBER: AG-645S-S-07-####**  
**ATTACHMENT B - LABOR CATEGORIES AND HOURS**

Option Year IV  
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40702A	Technology Specialist	KC	0	\$0.00	\$0.00	40702B	0	\$0.00	\$0.00
40703A	(See Section C.1.8.6)	STL	0			40703B	0		
40704A		SLC	0	\$0.00	\$0.00	40704B	0	\$0.00	\$0.00
		ON-SITE SUBTOTAL			\$0.00	OFF-SITE SUBTOTAL			\$0.00
40801	(8) Travel <sup>3</sup>	WDC							
40802		KC							
40803		STL							
40804		SLC							
40901	(9) Other Direct Costs <sup>4</sup>	WDC							
40902		KC							
40903		STL							
40904		SLC							
TOTAL ESTIMATED COST FOR OPTION YEAR 4									\$0.00

<sup>1</sup> On-site is defined in Section B.

<sup>2</sup> Off-site is defined in Section B.

***(Travel and ODC estimated dollars are provided for evaluation purposes only, and should not be modified.)***

<sup>3</sup> Travel is defined in Sections B and G.

<sup>4</sup> Other Direct Costs are defined in Section B.

## SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror in Block 17 of Standard Form 33 (which is the face page of this solicitation) constitutes the making of the applicable representation and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representation and certifications by reference in accordance with FAR 15.204(b).

### **K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-02) (APR 1985)**

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

\_\_\_\_\_  
\_\_\_\_\_  
[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its  
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offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11)  
(APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3 TAXPAYER IDENTIFICATION (FAR 52.204-03) (OCT 1998)**

- (a) Definitions

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

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

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

- payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN)
- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.
- (f) Common parent.
- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

**K.4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-05) (MAY 1999)**

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

**K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-05) (MAR 1996)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in

- withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-01)**  
**(MAR 2001)**

- (a)
  - (1) The North American Industry Classification System (NAICS) codes for this acquisition is 541511.
  - (2) The small business size standard is \$18 million.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
  - (1) The offeror represents and certifies as part of its offer that it [ ] is, [ ] is not a small business concern.
  - (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern.
  - (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
  - (4) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
  - (5) Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service disabled veteran-owned small business concern.
- (c) Definitions.

As used in this provision-

“Service disabled veteran-owned small business concern”-

  - (1) Means a small business concern -

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

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

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

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13CFR Part 121 and the size standard in paragraph (a) of this provision.

“*Veteran-owned small business concern*” means a small business concern -

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

“*Women-owned small business concern*” means a small business concern -

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged

business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(1) No material change in disadvantaged ownership and control has occurred since its certification;

(2) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)**  
**(FEB 1999)**

The offeror represents that--

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

(b) It [ ] has, [ ] has not filed all required compliance reports; and

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

**K.9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that

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

**K.10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
    - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
    - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
    - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
    - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or
    - ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (AGAR 452.222-70) (JAN 1999) (DEVIATION)(USDA)**

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ , submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

**K.12 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance, total systems performance, and other physical design or functioning characteristics of a machine, made by the Contractor concerning the characteristics or items described in (1) above made in any publications, drawings or specifications accompanying or referred to in a proposal, and (3) any modification or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal in question.

**K.13 ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)**

Background Public Law No. 101-552, the Administrative Dispute Resolution Act encourages the use of alternative means of resolving disputes involving Government agencies. The Act is based on Congress finding that alternate processes, including mediation, often “yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcome.

Please indicate your interest in participating in ADR by checking the appropriate blank below:

- ☐ The Offeror shall participate in ADR.
- ☐ The offeror shall not participate in ADR.

**K.14 CONTRACTOR ORGANIZATIONAL CONFLICT OF INTEREST REPRESENTATION**

The Offeror represents to the best of their knowledge and belief that: The award to \_\_\_\_\_ of a contract, the modification of an existing contract, or a delivery order ☐ does ☐ does not involve situations or relationships of the type set forth in Federal Acquisition Regulation (FAR) Part 9.5.

- (a) If the representation, as completed, indicates that situations or relationships of the type set forth in FAR Part 9.5 are involved, or the Contracting Officer otherwise determines that potential organizational conflict of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on their representation to the Contracting Officer. If the Contracting Officer bearing on their representation to the Contracting Officer. If the Contracting Officer determines that organizational conflicts exist the following actions may be taken:
  - (a) Impose appropriate conditions which avoid such conflicts.



- (b) Disqualify the offeror, or
- (c) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of FAR Part 9.5.

**K.15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (MAY 1998)**

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
- (c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

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

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

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

**K.16 CERTIFICATE OF SKILLED PERSONNEL AVAILABILITY**

The Offeror, by signing its offer, hereby certifies:

- (a) That personnel are available through the Offeror's organization, or through Subcontractor agreements with the Offeror, who have the skills, experience, and education specified for the skill categories listed in Section C.
- (b) That all of the skill categories listed in Section C can be provided if required by a specific task order; and

- (c) That personnel with the required skills can be provided in a timely manner when required by a specific task order.

(End of Section)

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## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

#### **L.1.1      FAR Provisions and Clauses Incorporated by Reference**

<b>FAR Clause No.</b>	<b>Title and Date</b>
52.204-6	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.215-1	Instructions to Offerors –Competitive (JAN 2004) Acquisition (JAN 2004) (Ref. 15.209)
52.215-16	Facilities Capital Cost of Money (JUN 2003)
52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52-222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
52.237-10	Identification of Uncompensated Overtime (OCT 1997)

### **L.2      Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data**

**(FAR 52.215-20) (OCT 1997) - ALT IV (Oct 1997).**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

(1) Breakout for Section B - Price Proposal. The Offeror shall submit information other than cost or pricing data in support of the prices proposed.

(i) Labor Rates. The Offeror shall provide a complete breakout of the cost items that make up the fully-burdened labor rates proposed for Section B for the entire period. This labor rate breakout shall include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully burdened labor rates shall include a rate to accommodate the cost of the contract level program management specified in Section B.3.1(2). The use of uncompensated overtime is not generally encouraged. Offerors shall propose all hourly rates based on a 40-hour work-week (2,080 hours per year).

Contractor site rates shall also include contractor-provided facilities, furniture, equipment, supplies, tool kits, employee training and overhead amounts required for work at contractor site rates. This includes, but is not limited to, telephones, facsimile machines and their telecommunications lines, copiers, personal computers, postage (to include courier services such

as Federal Express), ordinary business software, such as word processors, spreadsheets, graphics, normal copying and reproduction costs.

(ii) Other Direct Costs (ODCs). The contractor shall develop a mark-up rate for applying to ODCs on FP and T&M TOs. This rate shall be fixed for the duration of the contract to include option years, if exercised.

### **L.3 Type of Contract**

**(FAR 52.216-1)(APR 1984)**

The Government contemplates awarding a maximum of six (6) Indefinite Delivery, Indefinite Quantity (IDIQ) contracts as a result of this solicitation. It is anticipated this will be a mix of three (3) large businesses and three (3) small businesses. The contracts will utilize Time and Materials (T&M) and Firm Fixed Price (FFP) Task Orders.

Functional areas 1 through 5 are restricted to small, small disadvantaged (8a or non-8a), women-owned, HubZone and service disabled veteran-owned small (SDVOB) businesses. Functional areas 6 and 7 are unrestricted.

Following award, individual task orders will be issued that contain specific details that define the requirements for each business application, project or task. The contract type will consist of specific IT support services requirements presented in separate fixed price, fixed price performance based, and labor hour type efforts. Each task order will be competed and each proposal received will be evaluated using pre-defined selection criteria and past performance information.

### **L.4 Service of Protest**

**(FAR 52.233-2)(AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Pamela S. Wellons  
Contracting Officer  
USDA, Farm Services Agency  
Beacon Facility – Mail Stop 8388  
P.O. Box 419205  
Kansas City, MO 64141-6205

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

### **L.5 Proposal Schedule**

All proposals are due **NO LATER THAN 2:00 P.M. Central Standard Time** on the date specified on the SF-33 (RFP Section A). (CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, notifications and withdrawals of proposals at FAR Clause 52.215-1 Instructions to Offerors—Competitive Acquisition).

#### **L.5.1 Communications and Questions**

Communications and questions concerning this solicitation or requests for clarification shall be made in writing to the Contracting Officer.

The due date for communications and questions concerning the RFP is five (5) calendar days prior to the proposal due date.

As soon as an Offeror is aware of any problems or ambiguities in interpreting the specifications, terms or conditions, instructions or evaluation criteria of this solicitation, the Contracting Officer shall be notified.

Electronic submission of questions and comments shall be submitted via the e-mail at Elizabeth.Green@KCC.USDA.GOV. Electronic mail attachments, if included, shall be prepared using Microsoft Office.

When submitting questions and comments, please refer to the specific text of the RFP in the following format:

Subject: RFP No. \_\_\_\_\_  
Reference: RFP Section \_\_\_\_, Paragraph(s) \_\_\_\_, Page(s) \_\_\_\_.

All questions will be answered via amendment and provided to all Offerors on the Internet at [www.fbo.gov](http://www.fbo.gov) and will not attribute the questions to the submitting vendors.

#### **L.5.2 Delivery of Proposal**

The proposal shall be delivered to the address designated in the paragraph (b) below. The outer wrapping of each package/box of the offer shall cite the information shown below. Failure to properly address the outer wrapping correctly may cause an offer to be misdirected.

- (a) Offeror's return address
- (b) USDA, Farm Services Agency  
Beacon Facility – Mail Stop 8388  
P.O. Box 419205  
Kansas City, MO 64141-6205
- (c) Solicitation Number: \_\_\_\_\_

If the Offeror elects to forward the offer by means other than U.S. Mail, it assumes the full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation. Such proposals must be closed and sealed as if for U.S. Postal mailing.

Delivery to any other location may result in the late receipt of the proposal in the Bid Room or possible mishandling and is strongly discouraged.

#### **L.6 Solicitation Copies and Enclosures**

An electronic copy of the solicitation and related documents will be available via Internet at <http://fsa.usda.gov/amc> 24 hours a day. The file can then be downloaded in Microsoft Word format. It shall be the responsibility of the firm to reproduce additional copies for its use.

#### **L.7 Proposal Preparation Costs**

This RFP does not commit the Government to pay any cost for the preparation and submission of a proposal in response to this RFP. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this procurement.

#### **L.8 Small Business Classification Code**

(a) For purposes of this solicitation and each resultant contract, North American Industry Classification System (NAICS) codes will be established at the Functional Category-level. Under these classifications, a concern is considered a small business if its average annual receipts for its preceding three fiscal years do not exceed the size standard reflected in the following table:

Functional Category	Description	NAICS Code and Description	Size Standard
1	CIO Support (portfolio management, information technology management and cost studies, project management, federal enterprise architecture)	541511, Custom Computer Programming Services	\$23M
2	Computer facilities management services	541513, Computer Facilities Management Services	\$23M
3	Information technology support and related technical services	541511, Custom Computer Programming Services	\$23M
4	Information security and other computer related services	541512, Computer Systems Design Services	\$23M
5, 6, 7	All other information services	541511, Custom Computer Programming Services	\$23M

(b) Subcontracted work should be classified under the NAICS code appropriate for the type of work (see FAR Part 19 for NAICS code size standards).

#### **L.9 Format and Instructions for Proposal Submission-General**

Offerors shall examine and follow all instructions. Failure to do so will be at the Offeror's own risk. Proposals shall conform to solicitation provision FAR 52.215-1 Instructions to Offerors - Competitive Acquisition and be prepared in accordance with this section. To aid in the evaluations, proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narratives, elaborate brochures, uninformative "PR" material and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

##### **L.9.1 General Format Instructions**

Offerors shall furnish the proposal in two separate volumes, Technical/Management and Pricing, in the quantities specified below. Each volume shall be complete in itself in order that evaluation of one volume may be accomplished independently of, and concurrently with, evaluation of the other. Electronic copies shall use Microsoft Office and be provided on CD.

Each volume shall also be marked to indicate whether it is an original or copy. Paper size shall be 8 1/2 by 11-inch white paper with printing on one side only. The typewritten or printed letters shall be 12 point Arial (with the exception of pre-printed product literature). No reduction is permitted except for organization charts or other graphic illustrations. In those instances where reduction is allowable, Offerors shall ensure that the print is easily readable; no less than 8-point font on graphs and 10-point font on tables. Each page shall have adequate margins on each side (at least one inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Fold outs for complete spreadsheets and/or organization charts are permissible up to 11" by 17", with printing on only one side, if secured with the volume. Large sheets (i.e., greater than 8 by 11 inch) shall count as two pages.

Technical Proposals (Volume I) shall be no longer than 50 pages in length, not including past performance contact information and resumes. Pages shall be numbered sequentially. Pages in excess of the 50-page limit will not be evaluated.

In the event of a conflict between the contents of the hard copy version of the proposal and the contents of the electronic version, the hardcopy version shall prevail. The Offeror shall provide a certification that the hardcopy version of the proposal is exactly the same as the electronic version (excluding the financial statements found only on the CD).

#### **L.10 Format and Instructions for Proposal Submission**

Offeror's proposals shall consist of the following two (2) separate volumes with the maximum number of pages for each proposal Volume as listed below. For each Volume, the offeror shall provide an Original and three (3) paper copies (four (4) total copies) and two (2) electronic copies. Please note that any pages exceeding the maximum pages stated in the chart below will not be evaluated by the Government.

##### **L.10.1 Volume I – Technical/Management Proposal**

The Technical Proposals shall be submitted in the format specified as described below. When preparing the presentation, the Offeror shall prepare a concise narrative, addressing appropriate points under each section. Offerors should generally summarize information in tables wherever possible to allow the Government to effectively evaluate each proposal.

##### **Tab A - Cover Letter**

A cover letter shall accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of the Government. The cover letter shall also stipulate that the Offeror's proposal is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement that the Offeror's acceptance period is valid for at least 180 calendar days from the date of receipt by the Government.

##### **Tab B - Mandatory Requirement: Capability Maturity Model (CMM) Rating**

Contractors, and their Subcontractors, shall have a Capability Maturity Model CMM® or CMMI® Level 3 or above rating to pre-qualify. The Offeror shall submit their written certification(s) and points of contact information to verify this achievement. The Offeror shall also provide information, no longer than 2 pages, on how they have transferred the CMM/CMMI best practices into their workforce. The information shall contain sufficient details to assess that the prime and subcontractor labor force exhibits the process improvement skills and methods identified in the organization's maturity model.

##### **Tab C – Factor 1: Past Performance**

###### **Subfactor 1.1: Past Performance Questionnaires and Results**

Using Attachment J-2, *Past Performance Statement*, the Offeror shall identify two (2) recent and relevant Government and/or commercial efforts on which it has performed as the prime contractor.

The past performance response shall include a description of how the Offeror's past performance demonstrates their capability and capacity to deliver high quality service and solutions. The response shall focus on the key requirements of the project, as well as the size, scope and complexity of the efforts, and relevance to the each area. References must include the following information:

Name of contracting activity

Contract number

Contract type

Total contract value

Contract work

Name of contracting officer, telephone and fax number and email address

Name of customer's program manager, telephone and fax number and email address

Name of subcontractors

The Government reserves the right to contact customers that you identify and solicit further information about your performance in regard to quality, timeliness and cost. The accuracy of past performance data, including phone numbers of the points of contact are the full responsibility of the offeror and inaccuracy may result in non-consideration of the reference. Other related past performance information may be sought and used for evaluating completeness and accuracy of the contractor's proposals. Past performance information may be obtained from a variety of sources including other government contracting project managers, other government contracting activities reports, and GAO Defense Procurement Fraud Information.

(2) The Offeror shall also be responsible for ensuring that each of the customer references receive, complete and return Attachment J-3, *Past Performance Questionnaire*, to the FSA CO. The completed Questionnaire shall be submitted directly **via email** from the customer reference to Elizabeth.Green@KCC.USDA.GOV by the due date established for receipt of offers. Failure to receive a questionnaire from a reference will result in the non-consideration of the Reference. In the event that an Offeror's customer reference is not cooperative in furnishing the information, the Offeror must prove that an earnest attempt was made to collect the required information. The "subject" line in the submission email shall clearly indicate: FSA FAST Past Performance Questionnaire Submission for Offeror XX and the message shall originate from the reference's corporate or government email system.

(3) Standards are met when the two Contractor's references submitted indicate an overall satisfactory rating, in terms of quality of services provided timeliness of performance, and overall customer satisfaction, (i.e. timely performance, no terminations for cause, no cure notices, no non-payment to subcontractor, no violation of Public Law (i.e. Service Contract Act), no repetitive deficiencies, quality service). Contractor must have responded to and corrected any contract or performance discrepancies that were called to their attention, within a reasonable (daily - within 24 hours) period of time. For example, when the contractor is issued a letter or a verbal instruction noting a discrepancy, and the contractor is given a specific date or time by which the discrepancy must be corrected, the contractor must have responded within the time frame specified in the letter, or if no date was given within an acceptable amount of time as noted by the telephone reference, to show responsiveness and correction of the problem. Evaluators may consider performance on contracts not submitted by the offeror if they have knowledge of contracts not listed or if contracts are discovered during interviews that were not listed.

The Offeror shall indicate if it has no past performance. No past performance will receive a neutral rating.

#### **Subfactor 1.2: Certifications, Quality Recognition, and Awards**

Using Attachment J-4, *Quality Recognition and Certification Profile Form*, the Offeror shall identify any certifications or quality awards received by and/or applicable to the cognizant business unit proposing on this procurement which demonstrate evidence of the existence and application of high quality processes in delivering solutions to its customers (e.g., ISO 9000, SEI – CMM, Malcolm Baldrige National Quality Award). Emphasis should be placed on quality awards and certifications that are current and directly relevant to the Functional Category proposed. The offeror shall identify the source of the award or certification. Individual customer "letters of appreciation" and other forms of recognition that are not issued from organizations or agency or higher level should not be included and will not be evaluated.

#### **Tab D – Factor 2: Understanding the Requirement**

##### **Subfactor 2.1: Technical Approach**

The offeror shall demonstrate its understanding of the FSA Information Technology environment and the unique mission and challenges facing the agency, as identified in Section C. The proposal shall contain the Offeror's knowledge and understanding of the contract technical requirements, and the Offeror's capability and methodology to satisfy the requirements of each functional area. The description should explain how, to what degree, and with what impact the Offeror will use their technical abilities and methodologies to achieve successful performance.

An acceptable rating is met when the offeror provides evidence that they have identified the key technical task areas that require technical assistance in implementation and guidance of the solution and will be evaluated as



to appropriateness, comprehensiveness and technical soundness of the Contractor's schedule and detailed plan for carrying out the contract work. The contractor's detailed plan indicates they have provided enough experience to meet the Government requirement.

Functional areas 1 through 5 are restricted to small, small disadvantaged (8a or non-8a), women-owned, HubZone and small disadvantaged veteran-owned businesses. Functional areas 6 and 7 are unrestricted. The offeror's technical approach shall address only the appropriate functional areas (see Section C.1.5).

### **Subfactor 2.2: Program Management and Quality Control**

#### **(a) Program Management**

The Offeror shall submit a summary description of the proposed program management methodology within the overall corporate organization or group proposed to perform this effort, the level of corporate project oversight planned in terms of authority to make programmatic decisions and implement design solutions, and the corporate capabilities. The Offeror shall also describe its management solution including the following topics:

- the approach and methodologies to the planning, execution, tracking, and reporting of the tasks awarded under this contract.
- the proposed Project Management approach and offeror's methodology for ensuring cost, schedule and performance objectives are controlled, reported, and managed.
- the approach for managing multiple task orders for this effort, including:
  - the tools and methodologies for planning the activities of its team(s),
  - scheduling, organizing, and deploying resources,
  - controlling the execution of the task, monitoring progress, status reporting, resolving critical issues, and planning for subsequent phases of work.

#### **(b) Quality Control Solution**

The Offeror shall describe its Quality Control solution and how it relates to FSA FAST objectives stated in Section C of this solicitation. The Offeror's Quality Control solution shall include the following information:

- A description of the Quality Control review/audit process, documentation of the process, methods of internal review, participants in the review and the frequency of review.
- A description of the approach and procedures for handling corrective actions.

### **Subfactor 2.3: Staffing**

#### **(a) Staffing Plan**

Using Attachment J-5, *Staffing Levels Profile Form*, the offeror shall provide the number of personnel currently in place within the cognizant business unit proposing on this procurement, the number of personnel, the education and professional certifications obtained by the work force, their average length of service, and the turnover rate experience of the workforce for last three (3) year period. The turnover rate is defined as the number of personnel who departed (regardless of reason) divided by the total number of personnel at the end of the period.

#### **(b) Ability to Recruit, Train, and Retain High-Quality Personnel**

The offeror shall describe actions it takes to recruit, train, retain high-quality personnel, including a description of its processes, procedures and policies.

#### **(c) Program Manager Resume**

Using Attachment X-X, *Resume Format*, the offeror shall submit a résumé for the proposed program manager for Kansas City, MO. The résumé shall reflect the requirements specified in Section C.11 for the program manager to be considered acceptable.

**L.11 Volume II – Contract, Small Business Participation, EVMS, Cost/Price Proposal**

**Tab A - Exceptions and Deviations**

Each proposal shall include an exceptions/deviations section in Volume II that identifies and explains in detail any exceptions, deviations, or conditional assumptions taken with the requirements of the RFP. Any exception, etc., taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be fully explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, may, however, result in rejection of your proposal as unacceptable.

**Tab B – Contract Documents and Associated Information**

The Offeror shall provide a transmittal letter, SF-33, SF-30s (Amendments), if applicable, supplementary information, such as cognizant DCAA office; cognizant DCMA office, information regarding facility clearance, approved accounting systems, approved purchasing systems. The Offeror's acceptance period shall not be less than that prescribed in Block 12 of the SF 33.

**Tab C - Small Business Participation (Applicable to the unrestricted procurement only)**

**(1) Subcontracting Plan**

As a part of its proposal, all Offerors (other than small businesses) shall prepare and submit a proposed small business and small disadvantaged business subcontracting plan, as prescribed in FAR 52.219-9 and outlined in Section J, Attachment J-7, "*Department of Homeland Security, Small, HUB Zone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small Business, and Service Disabled Veteran Owned Small Business Concerns Subcontracting Plan Outline.*" The goals stated in this Attachment are applicable to this procurement and should be utilized for developing a subcontracting plan in response to this Request for Proposal. In addition to this Attachment, Offerors shall also provide a record of previous performance in carrying out the goals of subcontracting plans by including a copy of its FY2006 SF294 and SF295 (or equivalent) subcontracting reports. If the Offeror has had no previous contracts requiring a subcontracting plan, please include a statement to that effect in the proposal.

The subcontracting plan shall be submitted as an attachment that is separate and detachable from Volume II. This attachment will be utilized in the evaluation of the subcontracting plan as stated in Section M.

**(2) Small Disadvantaged Business Participation Program- Targets  
(FAR 52.519-24) (OCT 2000)**

(a) This solicitation contains a source selection subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under this subfactor, the offeror must provide, with its offer, targets, expressed as percentages of potential contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Sub-sectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror shall also address its proposed plans for compliance.

**Tab D – Cost/Price Proposal**

(1) The Cost/Price Proposal Volume shall include prices for all labor categories to be included in Section B, including Government Site and Contractor Site rates. Attachment J.8, *Labor Rates and Pricing Models*, provides the government's labor categories and qualifications (Part I), a crosswalk to the six functional areas (Part II), and Labor Rate Tables/Evaluation Pricing Models for each functional category (Part III). The Offeror will use its own labor categories with descriptions and rates for the Labor Rate Tables. The Pricing Model will then multiply the Government's evaluation quantities by the proposed labor rates.

(2) The offeror shall comply with instructions contained herein for development of its cost/price proposal. The offeror shall submit information other than cost or pricing data in support of the prices proposed. The proposal shall include a cost breakdown for the labor rates and the mark-up rates that is applied to FP and T&M Other Direct Costs (ODCs). Offerors are encouraged to propose labor rates from other Government contracts for which fair and reasonable determinations have been made. The Offer shall identify the source contract and contact information for the CO

(3) The use of uncompensated overtime is not encouraged. Offerors shall propose all hourly rates based on a 40-hour work-week (2,080 hours total compensation per year).

(4) Unrealistically low prices may indicate an inability to understand requirements and a high-risk approach to contract performance. Accordingly, the Government may consider the findings of such an analysis in evaluating an offeror's ability to perform and the risk of its approach.

**Tab E – Financial statements (No page limit – to be included only on CD copies of proposal)**

The Contracting Officer will conduct a responsibility assessment of each offeror being considered for award. The following information shall be submitted to assist the Contracting Officer in making a responsibility determination:

(1) Sufficient information to demonstrate the financial capability to perform a contract of this size and duration. The Offeror shall provide information related to its current financial condition and the sources of all funds that will be used to finance contract performance. Indicate dollar amount, names and telephone numbers of banks and other sources of funds that may be contacted to verify the pertinent financial data. The Offeror shall include its two most recently audited annual financial statements. Any interim financial statements such as quarterly reports, shall also be provided if the annual statements are more than six months old. Interim financial reports may be unaudited.

(2) The Offeror shall submit a list of all commitments with the Government relating to the specified work or services that may interfere with the completion of the work or services contemplated under this contract or which may be impacted by performance of this work.

(3) A description of all current or pending legal actions under Federal contracts within the past three years. This shall include, but not be limited to, formal or informal requests for equitable adjustments or claims over \$5 million, pending or ongoing cure notices, and terminations for convenience or default.

**Tab F -Earned Value Management System (EVMS)**

**A.** The offeror shall provide documentation that a Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(1) Documentation must include the following information:

Name of contracting activity  
Contract number

Contract type  
Total contract value  
Contract work  
Name of contracting officer, telephone and fax number and email address  
Name of government program manager, telephone and fax number and email address

- (2) The Government reserves the right to contact customers that you identify and solicit further information about your EVMS. The accuracy of EVMS data, including phone numbers of the points of contact are the full responsibility of the offeror and inaccuracy may result in non-consideration of the reference. Other related EVMS information may be sought and used for evaluating completeness and accuracy of the contractor's proposals. EVMS information may be obtained from a variety of sources including other government contracting project managers, and other government contracting activities reports.
- (3) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

B. If the offeror proposes to use a system that has not been determined to be in compliance, as identified in A., the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

- (1) The plan shall—
  - a. Describe the EVMS the offeror intends to use in performance of the contracts;
  - b. Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;
  - c. Describe the management system and its application in terms of the EVMS guidelines;
  - d. Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
  - e. Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.
- (2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
- (3) The Government will review and approve the offeror's plan for an EVMS before contract award.
- (4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.
- (5) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

#### **L.12 Content of Resulting Contract**

Any contract awarded as a result of this solicitation will contain Part I - The Schedule, Part II - Contract Clauses, and Part III - List of Documents, Exhibits and Other Attachments. Part IV - Section K - Representations, Certifications, and Other Statements of Offerors, will be incorporated into the resulting contract by reference. Blank areas appearing in these sections are to be completed by the Offeror or will be filled in by the Contracting Officer after negotiations have been completed.

#### **L.13 Alternate Proposals**

Offerors are cautioned and warned that neither alternate nor multiple proposals will be accepted or evaluated.

(End of Section L

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## SECTION M – EVALUATION FACTORS FOR AWARD

### **M.1 General**

(a) The Government is conducting this source selection in accordance with the competitive negotiation source selection procedures contained in Federal Acquisition Regulation (FAR), Part 15.

(b) In accordance with FAR 52.215-1(f) the Government intends to award contracts to the responsible offerors whose proposals represent the best value. Per FAR Part 2, best value is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The Government will conduct the best value analysis using the factors listed in Section M.3. In performing its best value analysis, the Government will compare any relevant differences among the evaluated proposals to determine which proposal offers the overall best value. This effort will include comparing the strengths, weaknesses and risks associated with each offer.

(c) The Government intends to evaluate proposals and award contracts without discussions with offerors except clarifications if necessary as described in FAR 15.306(a) and will evaluate each offer on the basis of the offeror's initial proposal. Therefore, the initial proposal should contain the offerors' best terms from a technical and cost/price standpoint.

(d) When conducting the evaluation, the Government may use data included by offerors in their proposals, as well as data obtained from other sources. Each offeror is responsible for ensuring that the information provided is thorough, accurate, and complete.

### **M.2 Basis for Award**

The Government will award contracts to the responsible Offerors whose proposals are the most advantageous to the Government, price and other factors considered. The Government is conducting two separate and distinct source selections under this solicitation. Consequently, the procurement schedule and award decisions on one track will not affect those on the other track.

There will be two award tracks: (1) Unrestricted, and (2) Small Business Set-Aside. The Government intends to make multiple contract awards under both tracks. For the Small Business Set-aside track, a sufficient number of awards will be made (1) in for Functional Areas 1 through 5 to ensure adequate competition at the Task Order level, and (2) to ensure representation in each of the major small business classifications at the Program level. For the Unrestricted track, a sufficient number of awards will be made for Functional Areas 6 and 7 to ensure adequate competition at the Task Order level. Offerors proposing on multiple Functional Areas are advised that award may be made on one, all or any combination of those Functional Areas proposed.

### **M.3 Evaluation Factors**

The selection decision will be based on the following factors:

- (a) Non-Price Factors
  - Mandatory Requirement: Capability Maturity Model Rating
  - Factor 1: Past Performance
    - Subfactor 1.1: Past Performance Questionnaire
    - Subfactor 1.2: Certifications, Quality Recognition and Awards
  - Factor 2: Understanding the Requirement
    - Subfactor 2.1: Technical Approach
    - Subfactor 2.2: Program Management and Quality Control
    - Subfactor 2.3: Staffing

(b) Price and Other Factors

- Exceptions and Deviations
- Contract Documents and Associated Information
- Small Business Participation
- Cost/Price Proposal
- Financial Statements
- Earned Value Management System

Order of Importance: The Offeror must pass the mandatory element to be considered. Each non-price factor is more important than the price factor and together the non-price factors are significantly more important than the price factor. The Past Performance factor is more important than Understanding the Requirements factor. The subfactors within each non-price factor are relatively equal to one another.

**M.3.1 Mandatory Requirement – CMM/CMMI Rating**

Offerors, who provide a written certification and point of contact information verifying their Capability Maturity Model (CMM® or CMMI) Level 3 or above rating, and present evidence of effectively transferring the maturity model's best practices to the organization's workforce, will receive a pass rating.

**M.3.2 Factor 1: Past Performance**

**Subfactor A: Questionnaire**

The past performance questionnaire result will be used to examine how the Offeror's past performance demonstrates their capability and capacity to deliver high quality service and solutions. The past performance evaluation will examine the Offeror's actual performance on two (2) efforts. This review will focus on the size, scope and complexity of the efforts, and relevance.

The assessment of the Offeror's performance will be used as one means of evaluating the credibility of the Offeror's proposal and the relative capability of the Offeror. A record of marginal or unacceptable past performance may be considered an indication that the ability of the Offeror to perform the contract as proposed may be questionable. An Offeror with an exceptional record of past performance will receive a more favorable evaluation than another whose record is only acceptable.

Lack of relevant past performance will result in assignment of a neutral rating indicating neither a favorable nor unfavorable evaluation ranking.

**Subfactor 2: Certifications, Quality Recognition and Awards**

The Government will evaluate the extent to which quality awards and certifications received by the Offeror demonstrate evidence of the existence and application of high quality processes in delivering solutions to its customers (e.g., ISO 9000, SEI – CMM, Malcolm Baldrige National Quality Award). Emphasis will be placed on quality awards and certifications that are current and directly relevant to the Functional Areas. National and international level awards and certifications will be considered more highly than local and regional awards. In addition, the Government will examine the source of the award or certification with self-assessment rankings receiving less credit than recognition/certifications received from an independent rating activity. Individual customer "letters of appreciation" and other forms of recognition that are not issued from organizations or agency or higher level will not be considered.

**M.3.3 Factor 2: Understanding the Requirement**

**Subfactor A: Technical Approach**

The Government will evaluate the offeror's intent, technical capabilities and methodologies required to achieve the FSA FAST requirements. The Government will evaluate the offeror's knowledge of the content of the work in terms of its component activities, inputs and outputs, and interrelationships and interdependencies; ability to recognize the appropriate sequence and realistic duration of work activities; knowledge of appropriate types of resources required to perform the work and of their appropriate allocation to the work activities; familiarity with the difficulties, uncertainties, and risks associated with the work; and knowledge of the personnel qualifications necessary to perform the work.

The Offeror who successfully describes a methodology that is realistic, relevant and complete, will receive a higher score than offerors who fail to do so.

A higher rating will be met when the offeror provides evidence that they have identified the key technical task areas that require technical assistance in implementation and guidance of the solution and will be evaluated as to appropriateness, comprehensiveness and technical soundness of the Contractor's schedule and detailed plan for carrying out the contract work.

**Subfactor B: Program Management and Quality Control**

**(a) Program Management**

The Government will evaluate the proposed program management approach and the offeror's methodology for ensuring cost, schedule and performance objectives (including service level agreements or other types of performance metrics and measures) are controlled, reported and managed. The Government will evaluate (1) the tools and methodologies for planning the activities, (2) scheduling, organizing and deploying resources, and (3) controlling the execution of the task, monitoring progress, status reporting, resolving critical issues, and planning for subsequent phases of work. Also, being evaluated will be offeror's governance and reporting structure provides transparency and Government access to real time cost, schedule and performance metrics.

**(b) Quality Control**

Offerors will be evaluated on the extent to which their Quality Control Solution includes a comprehensive, verifiable, and self-implementing approach for monitoring its performance.

Offeror's whose program management and quality control methodologies that exceed the Government's minimum requirements and meets the fullest expectations of the Government by being very comprehensive, in-depth, clear, accurate, innovative, believable, and of the highest quality shall receive a higher score than an offeror's proposal who is not.

**Subfactor C: Staffing, Ability to Recruit, Train, and Retain High Quality Personnel and Program Manager Resume**

For the cognizant business unit proposing on this procurement, the Government will evaluate the offeror's ability to recruit, train, and retain high quality personnel. Emphasis will be placed on the number of personnel currently in place, the education and professional certifications obtained by the work force, their average length of service, and the turnover rate experience of the business unit workforce for last three (3) year period.

The Offeror's Program Manager resume will be evaluated against the requirements identified in Section C, along with relevant experience and education. Experience and education that exceeds the position requirements for the résumés required to be submitted for evaluation will receive a higher score. Résumés submitted that are not required by this solicitation will not be evaluated.



#### **M.4 Volume II – Contract, Small Business Participation, Cost/Price Proposal**

##### **M.4.1 Tab A – Exceptions and Deviations**

Each proposal shall include an exceptions/deviations section in Volume II that identifies and explains in detail any exceptions, deviations, or conditional assumptions taken with the requirements of the RFP. Any exception, etc., taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be fully explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, may, however, result in rejection of your proposal as unacceptable.

##### **M.4.2 Tab B – Contract Documents and Associated Information**

The Offeror shall provide a transmittal letter, SF-33, SF-30s (Amendments), if applicable, supplementary information, such as cognizant DCAA office; cognizant DCMA office, information regarding facility clearance, approved accounting systems, approved purchasing systems. The Offeror's acceptance period shall not be less than that prescribed in Block 12 of the SF-33.

##### **M.4.3 Tab C – Small Business Participation [Only applicable to Unrestricted Solicitation]**

Small business participation will be evaluated using the following three subfactors, listed in descending order of importance.

###### **Subfactor 1 - Subcontracting Plan**

The proposed approach to subcontracting, including providing subcontracting opportunities for small, small disadvantaged, women-owned, disabled veteran-owned, and HUBZone small businesses will be evaluated, including the degree the subcontracting approach:

- Indicates a systematic approach to continuously seek to identify the best sources of solutions and products to meet the Department's objectives.
- Includes meaningful goals to provide significant, and appropriate, opportunities for above noted socio-economic categories.
- Integrates partners and subcontractors into the performance plan.

###### **Subfactor 2 – Small Disadvantaged Business and Participation**

The proposed SDB participation targets will be evaluated to determine the extent and enforceability of the commitment to use SDBs.

##### **M.4.4 Tab D – Cost/Price Proposal**

The price evaluation model (Attachment J.8) will be used to establish an evaluated price for the proposal. The price evaluation will be on a Functional Area basis. The price proposal will be evaluated on the total price as follows:

The total evaluated price for each proposed Functional Area will be derived by multiplying the proposed fully loaded hourly rates and non-labor burdens by the evaluation quantities (estimated hours and ODCs) for the Government-provided Labor Categories and ODCs for all five years. Estimate to be consistently applied based on a predefined, undisclosed formula based on historical information.

The Price Proposal will be evaluated, but will not be assigned a numerical score or weight. The Price Proposal will also be evaluated for accuracy, completeness, and reasonableness. Offerors are encouraged to propose labor hour prices from existing contracts which have been already determined fair and reasonable. The Government

is interested in labor hour pricing that will enable the Offeror to provide high quality personnel for each labor category. The Government will review the labor rates to determine if prices are realistic for the associated labor category.

#### **M.4.4.1 Price Evaluation of Options**

The Government will evaluate offers for award purposes by evaluating prices for the base period as well as all options. Evaluation of options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option will be rejected.

#### **M.4.5 Tab E – Financial Statements (No page limit – to be included only on CD copies of proposal)**

The Contracting Officer will conduct a responsibility assessment of each offeror being considered for award. The Contracting Officer, as part of this responsibility determination: will

- (1) Evaluate the contractor's financial capability to perform a contract of this size and duration including a review of the offeror's current financial condition and the sources of all funds that will be used to finance contract performance.
- (2) Evaluate the Offeror's the extent of existing specified work or services that may interfere with the completion of the work or services contemplated under this contract or that may be impacted by performance of this work.
- (3) Evaluate the impact of all current or pending legal actions under Federal contracts, including, but not be limited to, formal or informal requests for equitable adjustments or claims over \$5 million, pending or ongoing cure notices, and terminations for convenience or default.

#### **M.4.6 Tab F - Earned Value Management System (EVMS)**

As part of the responsibility assessment, the Government will verify the submitted documentation that supports the assessment of an approved EVMS or the EVMS plan. A determination will be made on its compliancy with the ANSI/EAI 748 standards, FAR, and AGAR Advisory No. 80.

#### **M.5 Evaluation**

Capability rating standards focus on the strengths and deficiencies in the offeror's proposal. Capability shall be rated using the color ratings listed in the table below. If an offeror's proposal demonstrates a material failure to meet a government requirement, this is a deficiency in the offeror's proposal resulting in a Red/Unacceptable rating and the proposal is not awardable.

<b>RATING</b>	<b>DESCRIPTION</b>
90-100%	Proposal is outstanding; greatly exceeds the Government's minimum requirements. The proposal meets the fullest expectations of the Government by being very comprehensive, in-depth, clear, accurate, innovative, believable, and of the highest quality. Offeror's proposed capability or proposed effort is of the highest quality and thoroughly justified or substantiated. Internal consistency and no incompatibility with other portions of proposed efforts. Proposal has significant advantage(s) in meeting the RFP requirement(s), which is not offset by a disadvantage(s).

<b>RATING</b>	<b>DESCRIPTION</b>
80-89%	Proposal is very good; exceeds the Government's minimum requirements with one or more strengths and no weaknesses. Offeror's proposed capability or proposed effort is high quality and is well justified or substantiated. No or very minor inconsistencies or incompatibilities with other portions of proposed efforts. Proposal has an advantage(s) in meeting the requirements of the RFP, which is not offset by a disadvantage(s) or has only minor disadvantage(s).
79-70%	Proposal is acceptable; meets the Government's minimum requirements with no significant weaknesses. Offeror's proposed capability or proposed effort is an acceptable level of quality and justified or substantiated. No significant inconsistencies or incompatibilities with other portions of the proposed efforts. Proposal has neither an advantage(s) nor disadvantage(s).
Marginal 69-65%	Proposal is marginal, susceptible for improvement and contains weaknesses. Offeror's proposal fails to meet evaluation standards. Has a low probability of satisfying the requirements. Has significant deficiencies but correctable. Proposal does not have any advantage(s) in meeting the requirements of the RFP and has significant disadvantage(s).
64%-below	Proposal is unsatisfactory. Government's minimum requirements are not met. The Offeror's proposal lacks evidence of capability to perform proposed effort. Numerous major inconsistencies and significant disadvantages exist. Proposal has minimal or no chance of success.
Neutral	Proposal is neutral. Offer's proposal has evidence no relevant or similar past performance experience. Proposal receives no merit or demerit.

(End of Section)