



FARM APPLICATIONS SERVICES AND TECHNOLOGIES (FAST)

Solicitation AG-645S-S-08-0003

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All questions must be submitted by e-mail to Ms. Green no later than December 21, 2007

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FULL AND OPEN COMPETITION

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FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

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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 within the IDIQ contract’s period of performance.

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 Attachment B, 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 Attachment B 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 Attachment B 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.), and normal copying and reproduction costs.
- b. Program Management Support Costs: Contract-level program management support costs 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 individual task orders. 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 separate from individual task order "project leader" support costs. Both are billed as hourly labor rates against individual task orders for direct support to the effort performed under the task order.

- c. Other Direct Costs (ODC): Other Direct Costs are not anticipated on a routine basis and will be handled on a task order basis as required. Indirect rates to be applied to ODC's will be established in the Rate Table.

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 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 Travel

Travel will be applied to each task order as appropriate. Travel will always be paid only if the travel is approved in advance by the Contracting Officer or her representative. Travel costs for trips outside of the duty location will be limited to actual expenses not to exceed the Federal Travel Regulation (FTR) limits and restrictions. No profit is permitted on travel costs.

Reference www.gsa.gov/federaltravelregulation for FTR limits and restrictions.

B.3.5 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 attached 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.4.b above. Additional labor categories proposed shall be limited to those deemed appropriate for the scope of effort described in the statement of work.

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.

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.

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, i.e., 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.

SECTION C - DESCRIPTION/ SPECIFICATION/ WORK STATEMENT

C.1 OBJECTIVES

The primary goal of this acquisition is to establish a suite of indefinite delivery, indefinite quantity (IDIQ) contracts for IT support services that will enable the Farm Service Agency's (FSA) 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 service needs.

This Statement of Work (SOW) 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 Information Technology (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, 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 set forth 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 spectrum from local microcomputer 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 including PC, AS/400, XP, UNIX, mainframe. The contractor shall be required to perform IT work according to the FSA's Systems Development Life Cycle (SDLC), architectures, standards, guidelines and procedures as stated in individual Task Orders. The contractor shall also insure compliance with federal regulations, security certification and accreditation, disaster recovery, and IT capital planning as stated in individual Task Orders.

Major IT support offices for FSA are located in Kansas City, Missouri; St. Louis, Missouri and Washington, D.C. 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 85% of the work will be on-site in Kansas City, approximately 5% on-site in Saint Louis, 5% in WDC, and less than 5% 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, programming and implementation support for integrated telecommunications networks, IT application development, imaging support, data warehousing, COTS integration services, design and implement linkages and interfaces for enterprise architecture solutions, Enterprise GIS engineering and application development, Remote Sensing, and business application engineering. Special projects such as Information Technology (IT) requirement analysis, system design, impact analysis, and 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 IDIQ contracts will have a five year period of performance and each individual task order will establish a period of performance for the individual effort. The task orders base and option periods will not exceed 12 months at a time.

While the SOW identifies five functional categories, the resulting contracts are intended to satisfy the full range of IT related requirements. With the changing pace of IT, it is impossible to anticipate how IT requirements and individual programs will evolve over the life of the contracts. It is intended that the FAST contract remains current and provides the full range of IT capabilities/solutions and emerging technologies throughout its life.

C.3 CONTRACT TYPE

This solicitation will result in the award of an Indefinite Delivery, Indefinite Quantity (IDIQ) multiple award contracts. As part of the pre-award process vendors are required to comply with FAR Part 34.2 Notice of Earned Value Management System, to provide evidence of compliance (refer to ANSI/EIA Standard 748). After 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 and time and materials task order formats.

C.4 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.5 FSA ENVIRONMENTS

USDA-FSA web development environment:

Environment	Software
Developer PC	Common Desktop MS® Windows® XP MS® Office 2003 Professional (including Visio, FrontPage) MS® Project Professional MS® SharePoint Internet Explorer v.6.0 (upgrading to IE 7.0) McAfee Virus Scan Adobe Acrobat Reader FlowCharting 6 WinZIP

Environment	Software
	IBM Rational Enterprise Suite ReqPro , ClearQuest, SoDA, Team Unifying Platform Test Tools Rational Purify, PureCoverage, Quantify Rational TestManager, Rational Test Suite, and Virtual Tester Proxy Sniffer Load Tester jMeter Cactus JUnit Application Development Java, Hibernate, Struts, HTML and related web tools WebSphere Studio 5.1.2 Rational Application Developer 6.0 Rational Software Architect 6.0/7.0 MS® Visual Studio, Visual Basic, .Net (for specific projects) Stellent development tools IBM WebSphere MQ, MQSoftware DataFlow Studio ANT (scripting) JBoss Eclipse Quartz XDoclet Repositories Rational ClearCase, MS® Visual Source Safe CVS Database Tools MS® SQL Server, Sybase, DB2 IBM MQSeries/JMS PowerDesigner (primarily DBA's) SQLAnywhere Informix MS® Enterprise Manager Reporting Tools Hyperion (Brio) Reports (standard) Crystal Reports (as needed) Section 508 Test Tools Bobby

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

Environment	Software
	JAWS PageScreamer HiSoftware AccMonitor Accessibility and Privacy AccVerify Geospatial Tools ESRI ArcGIS and ArcGIS Server ESRI ArcSDE ESRI ArcIMS Microsoft Virtual Earth Google Earth

USDA-FSA Legacy development environments:

Environment	Software
Developers PC	RUMBA Mainframe and AS/400 emulation software
Mainframe Z Series	Primary mainframe languages and tools COBOL CICS IDMS (ADS, COBOL, OLQ, DMLO, Culprit. ADSAlive, IDD) FOCUS, SAS, WebFocus DB2 Endevor JCL Mainframe Connect
Data Warehouse	Hyperion (Brio)
AS/400 and S/36	Informix
	Primary AS/400 and S/36 languages and tools S/36 COBOL POP OCL / CL Screen Design Aid (SDA) Query36 (limited use) PDM, DDM
Client/Server	Access PowerBuilder Sybase (AIX) Visual Basic

USDA-FSA current deployment environments are:

Environment	Software
CCE Data Server	MS® SQL Server 2000 ESRI ArcGIS ESRI ArcSDE
IBM AS/400 / S/36	WebSphere Application Server 3.5.4. IBM MQSeries SSP / S/36 Platform IBM DB2 database
IBM Mainframe	DB2 IDMS Oracle (project dependent)
Web Farm	Windows Server 2000 or 2003 WebSphere Application Server 5.x and 6.1 MS® SQL Server 2000 Enterprise Edition (standard RDBMS) MS® SQL Server 2005 Enterprise Edition IBM DB2 IBM DB2 Connect (web farm and mainframe connectivity) E-Authentication (SiteMinder, IdentityMinder) IBM WebSphere DataStage XML Gateway AIX MQSeries Sybase DirectConnect (Sybase PowerBuilder and mainframe connectivity) Unix Informix (data warehouse) Hyperion (Brio reporting) ESRI ArcSDE ESRI ArcIMS ESRI ArcGIS Server (near future)
Enterprise Shared Services	Stellent Suite – Content, Document, and Records Management Google Search Engine
Operations and Scheduling	MQSoftware QPasa CA Cybermation Cross-Platform Scheduler Computer Associates CA-7 and CA-11 Solimar Printing Services

USDA-FSA – APFO web development environment:

Environment	Software
Developer PC	Common Desktop MS® Windows® XP MS® Office 2003 Professional (including Visio, FrontPage) MS® Project Professional Internet Explorer v.6.0 (upgrading to IE 7.0) McAfee Virus Scan Adobe Acrobat Reader WinZIP Test Tools Rational Purify, PureCoverage, Quantify Rational TestManager, Rational Test Suite, and Virtual Tester Proxy Sniffer Load Tester jMeter Cactus JUnit Application Development Java, HTML and related web tools MS® Visual Studio, Visual Basic, .Net (for specific projects) JBoss Database Tools MS® SQL Server, Oracle 9i w/ upgrades pending to 10g/11i Reporting Tools Crystal Reports (as needed) Geospatial Tools ESRI ArcGIS and ArcGIS Server ESRI ArcSDE ESRI ArcIMS Microsoft Virtual Earth Google Earth Leica - Lizard Tech

C.6 FUNCTIONAL AREA DESCRIPTIONS

Functional areas 1 through 4 are being restricted to small businesses under separate solicitation. Functional area 5 is unrestricted.

C.6.1 Functional Area 1 Chief Information Officer (CIO) and Oversight Services

~~As ordered, the contractor shall provide any and all phases of portfolio management, information technology management and cost studies, project management and 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~~
- ~~▪ IT Human Capital Planning support~~
- ~~▪ Federal Enterprise Architecture~~
- ~~▪ Information Technology Architecture (ITA) Support~~
- ~~▪ Business Process Reengineering (BPR)~~
- ~~▪ Work Flow Analyses~~
- ~~▪ Project Management & Earned Value Management Process Development (EVM) and Oversight~~
- ~~▪ Program Evaluation Software, i.e., EVM support~~
- ~~▪ SEI/CMM Analyses and Implementation Support, i.e., peer reviews, quality control reviews~~
- ~~▪ System Development Life Cycle (SDLC) methodology & implementation, e.g., quality control reviews, code reviews~~
- ~~▪ Integrated Baseline Review Support~~
- ~~▪ Strategic Planning Support~~
- ~~▪ IT Service Management support, i.e., change management, asset management, service level management, problem management~~

~~C.6.2 Functional Area 2: Computer Facilities Management Services and Information Technology Support~~

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

- ~~▪ Computer System Facilities Service~~
- ~~▪ End User Support~~
- ~~▪ Help Desk~~
- ~~▪ IT Facilities Management, Operation and Support~~
- ~~▪ IT Facilities Planning~~
- ~~▪ Computer Operations Support~~
- ~~▪ Data Entry Services~~
- ~~▪ Document Imaging~~
- ~~▪ Media Streaming~~
- ~~▪ User Acceptance Certification Testing~~

~~C.6.3 Functional Area 3: 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:~~

- ~~▪ A-123 Management Controls and IT audit support~~
- ~~▪ Contingency Planning~~
- ~~▪ Disaster Preparedness/Recovery~~
- ~~▪ Documentation~~
- ~~▪ Information Assurance and Security~~
- ~~▪ Independent Verification and Validation~~
- ~~▪ Virus Detection/Recovery monitoring~~
- ~~▪ 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~~
- ~~▪ Encryption~~
- ~~▪ Digital Libraries~~
- ~~▪ Intelligent, Automated Data Collection and Analysis~~

C.6.4 Functional Area 4: 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~~
- ~~▪ Training, e.g., curriculum development, custom developed classroom training~~
- ~~▪ Meeting planning & facilitation services~~
- ~~▪ E-Commerce~~
- ~~▪ Telephone Based Recorded Information Services, i.e., interactive voice response~~
- ~~▪ Video Conferencing~~

C.6.5 Functional Area 5: Custom Software Design, Development, Implementation, and Integration Services

As ordered, the contractor shall provide any and all phases of system development lifecycle management activities in accordance with FSA's System Development Life Cycle (SDLC). System development lifecycle management activities include concept development, planning, requirements definition and analysis, systems analysis & design, development, implementation, configuration management, testing, deployment, and maintenance. The contractor shall also provide support for related IT system management activities in support of assigned systems to include security certification & accreditation, disaster recovery, and IT capital planning support.

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

- Requirements definition & analysis
- Software Development Technical Services
- Software Support Services
- Data Administration
- Database Administration, including geospatial databases

- Software Integration Analysis and Design
- Legacy Interfaces/Data Migration
- Software Analysis and Design
- Software Programming
- Software Testing (i.e., unit, integration, performance testing and performance tuning)
- Configuration Management
- Web Design/development
- GIS-Enhanced Planning and Program Evaluation Software
- Enterprise GIS Application and Geospatial Database Development Services
- Geospatial Imagery Services
- Geospatial Image Processing and Management Services
- Applications Software Programming Services
- Computer-Aided Engineering (CAE) Services
- COTS Consulting Services
- COTS Systems Integration Analysis and Design
- COTS Systems Integration Design Consulting
- Enterprise Resource Planning (ERP) technical services
- Systems Integration
- Computer-Aided Design (CAD) Services
- Data Warehousing

C.7 SKILL CATEGORY REQUIREMENTS AND DESCRIPTIONS

The following labor category descriptions depict the types of personnel with the ability to communicate clearly and effectively in English, both written and orally that 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 information technology 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. A guideline that will be used is 12 months specialized experience equals approximately 30 semester hours full-time study in an accredited college. 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.7.1 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 Attachment G.

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.7.1.1 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.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.

Project Leader
Senior System Architect
System Architect
Junior System Architect
Senior Information Technology Specialist
Information Technology Specialist
Junior Information Technology Specialist

C.8.1 PROJECT LEADER REQUIREMENTS

Depending upon the size and complexity of specific projects, individual task orders may require a Project Leader. Additional 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 Leader shall have a degree in Computer Science, Systems Engineering, or other related field with a minor or certification as a project leader 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 Leader is a senior manager responsible for coordinating the management of all work performed under a Task Order(s). The Project Leader shall act as a central contact point for the Task Order. The Project Leader is ultimately responsible for coordinating the effort of team members for the Task Order.

The Project Leader 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.8.2 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 new design, integration, or 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 centralized computing environment or architecting new functionality in an object oriented web-based enterprise methodology in a centralized 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 advice 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.8.3 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 centralized computing environment or architecting new functionality in an object oriented web-based enterprise methodology in a centralized 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.8.4 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 centralized computing environment or architecting new functionality in an object oriented web-based enterprise methodology in a centralized 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 or architecting new functionality in an object oriented web-based enterprise methodology in a centralized computing environment.

Examples (not all inclusive):

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

C.8.5 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). Demonstrates 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. Works 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.8.6 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
Configuration 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.8.7 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
Junior Technical Writer

C.8.8 SENIOR INFORMATION TECHNOLOGY TECHNICIAN

General Description: An individual knowledgeable in and experienced with all aspects of software and hardware operations for Information Technology.

General Experience: Three years progressive experience in the field of software or hardware operations.

Specific Experience: At least two years of General Experience is concentrated hands-on experience in the specific discipline(s) of Information Technology. The experience shall be with the specific equipment, software or other requirements.

Practical experience: Provides support in the less technical disciplines of Information Technology, such as computer operations, data entry and verification, media duplication and document control. Works as a member of a team.

Examples (not all inclusive):

- Lead Computer Operator
- Senior Communications Technician
- Senior Data Technician
- Senior Database Technician

C.8.9 INFORMATION TECHNOLOGY TECHNICIAN

General Description: An individual knowledgeable in software and hardware operations for Information Technology.

General Experience: Two years progressive experience in the field of software or hardware operations.

Specific Experience: At least one year of General Experience is concentrated hands-on experience in the specific discipline(s) of Information Technology. The experience shall be with the specific equipment, software or other requirements.

Practical experience: Provides support in the less technical disciplines of Information Technology, such as computer operations, data entry and verification, media duplication and document control. Works as a member of a team.

Examples (not all inclusive):

- Computer Operator
- Data Entry Specialist
- Data Technician

**C.8.10 *INFORMATION TECHNOLOGY ADMINISTRATIVE
SPECIALIST***

General Description: An individual very knowledgeable in computer-based documentation and presentation techniques, technical writing, technical proofreading and technical editing. Demonstrates excellent command and articulation of the English language. Demonstrates superior grammar skills.

General Experience: Five years of progressive experience in technical writing and documentation preparation in the field of information processing.

Practical experience: Prepares documentation. Provides administrative support such as technical writing, proofreading, technical editing of word processing and other computer-based documents, integration of various sources into a cohesive product which may be delivered as computer-based magnetic media, preparation of graphical and narrative presentation material. Works as part of a team.

Examples (not all inclusive):

Documentation Specialist
Administrative Specialist
Graphics Specialist

**C.8.11 *SENIOR INFORMATION TECHNOLOGY TRAINING
SPECIALIST***

General Description: An individual who is very good at imparting technical information to technical and non-technical personnel and is also very knowledgeable in Information Technology. Has extensive experience in planning, developing and implementing Information Technology courses. Demonstrates excellent oral and written communication skills.

General Experience: Eight years of progressive experience in the field of Information Technology, including six years as an instructor of various highly specialized Information Technology disciplines. Specialized experience must include working closely with agency personnel in the analysis of training needs to meeting business needs.

Specific Experience: At least four years of General experience is hands-on experience in the development and performance of training courses in Information Technology.

Practical experience: Develops courses and instructional material to educate technical and non-technical personnel in Information Technology. Develops curricula and modular training courses. Gathers and assembles information pertaining to the subject matter, organizes and condenses materials. Teaches courses. Works independently or as part of a team.

Examples (not all inclusive):

Senior Course Developer
Senior Facilitator
Senior Instructor

C.8.12 *INFORMATION TECHNOLOGY TRAINING SPECIALIST*

General Description: An individual who is very good at imparting technical information to technical and non-technical personnel and is also very knowledgeable in Information Technology. Has experience in developing courses and teaching in all phases of Information Technology. Demonstrates very good oral and written communication skills.

General Experience: Five years of progressive experience in the field of Information Technology, including three years as an instructor of various highly specialized Information Technology disciplines.

Specific Experience: At least two years of General Experience is hands-on experience in the development and performance of training courses in Information Technology.

Practical experience: Develops courses and instructional material to educate technical and non-technical personnel in Information Technology. Gathers and assembles information pertaining to the subject matter, organizes and condenses materials. May be required to teach courses. Works independently or as part of a team.

Examples (not all inclusive):

Course Developer
Facilitator
Instructor

(End of Section)

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:

Name and Business Address of the Contractor (include sub-organization name, room number or mail stop).

- (a) Contract Number
- (b) Task Number and Deliverable Number

Title of Report or Description of Deliverable (include copy, sequential and or version numbers).

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.

FAR CLAUSE NO.	TITLE	DATE
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 Technical Representative (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 a necessary modification, 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 modifications into 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

FAR CLAUSE NO.	TITLE	DATE
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 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 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.

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.

All deliverables submitted electronically 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.

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.3.1 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 Technical Representative (COTR), 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 Contracting Officer's Technical 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.4 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.5 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 COTR, as defined in the task order.

F.6 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.
- (b) The Government will indicate location(s) of performance for either on-site or off-site in individual Task Orders (TO).

F.8 CONTRACTOR REPORTING REQUIREMENTS

Specific deliverables will be set forth in each individual TO.

F.9 WRITTEN DELIVERABLES

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

F.9.1 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.9.2 DELIVERABLES MEDIA

For Contractor-generated deliverables the Contractor will refer to the requirements specified in each individual task order. Each individual task order will contain the specific requirements regarding the software and version to be used for deliverables.

F.10 PROJECT REVIEW CONFERENCES

Regarding each TO issued under this Contract, the 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 at least every two weeks for a project review conference. Telephone conferences will be acceptable unless otherwise specified by the COTR or as specified in applicable Task Orders.

F.11 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
USDA South Building
1400 Independence Avenue, S.W.
Washington, DC 20250

Foreign Agriculture Service
USDA South Building
1400 Independence, S.W.
Washington, DC 20250

Kansas City, MO
USDA FSA Kansas City
6501 Beacon Drive
Kansas City, MO 64133

Primary Office

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 (COTRs). 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 COTR's 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. Division (AMD) Kansas City Acquisition Branch (KCAB)	
P.O. Box 419205 Mail Stop 8388 Kansas City, MO 64141-6205	6501 Beacon Drive Mail Stop 8388 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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- (a) The Contracting Officer (CO) will appoint a COTR in writing for each TO. The COTR 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 COTR will report to the CO and be responsible for technical issues within individual task orders.
- (b) The COTR 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 COTR 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 COTR will furnish technical advice to the Contractor to provide specific details, milestones, to be met within the terms of the contract and the individual task order(s), and any other advice of a technical nature necessary to perform the work specified in the contract. The COTR 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 an electronic copy of their invoice via e-mail to the CO and the COTR simultaneously, in accordance with the schedule specified in the Task Orders.

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

- (a) 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.
- (b) At the discretion of the Government, payment will be made by check or by electronic funds transfer. 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.

Orders will be placed by Farm Services Agency Offices by a warranted Contracting Officer.

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.

All costs associated with preparation, presentation, and/or discussion of the contractor's delivery proposal will be at the contractor's expense.

No work will be performed and no payment will be made except as authorized by a Task Order.

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:

The agency need for such supplies are of such urgency that providing such opportunities would result in unacceptable delays;

Only one contractor is capable of providing services required at the level of quality required because of the services are uniquely or highly specialized;

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

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 PLACEMENT OF TASK ORDERS

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

This is a multiple award contract. All task orders will be competed, unless the CO makes an exception in accordance with G.7.1(c). Task Order solicitations will identify under which functional area the task order falls. Functional Areas 1 – 4 were set aside for small business competition only and are limited to the small businesses awarded an FAST IDIQ contract that includes all functional areas. Functional Area 5 is full and open and will be competed among all of the contractors awarded a FAST IDIQ contract.

Unless determined by the Contracting Officer to be in the best interest of the government, all proposals will be submitted in writing. All contractors are

expected to respond to all requests for proposal under this contract with either a proposal or a written declination to participate.

Task Order Requests for Proposals (RFP) will be sent electronically to the individual identified by the contractor as the point of contact for this function. The task order RFP will include

- (1) A description of the work to be performed;
- (2) The desired delivery schedule and/or required completion date(s);
- (3) Additional acceptance criteria, if any;
- (4) Reporting requirements and list of deliverables;
- (5) The date and time by which the response is due;
- (6) Travel and supply requirements, if any;
- (7) Desired type of pricing (i.e., FFP);
- (8) Instructions, Conditions and Notices to Offerors;
- (9) Evaluation Factors as set forth in Section G.8.1; and
- (10) The date responses are required.

It is expected that 3-5 work days will be provided for the contractor's response. Questions regarding the task order RFP will be sent to the Contracting Officer. The Contracting Officer will issue responses to the questions to all eligible contractors and will adjust the response date if appropriate. The contractor's response will be sent to the Contracting Officer unless indicated otherwise. The government anticipates awards based on initial proposals. Should initial proposals contain deficiencies that would preclude award based upon initial offers; the Contracting Officer 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 Contracting Officer will complete evaluation and award the task order. All offerors will be notified of the award. The task order will be issued to the successful offeror electronically.

G.9 MONITORING THE CONTRACT/TASK ORDER

The 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 task order can be terminated.

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 Contract Specialist 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 Federal Travel Regulations (FTR) to a Government employee traveling under identical circumstances, and will not exceed maximum limits authorized in the Task Order. Reference www.gsa.gov/federaltravelregulation for FTR limits and restrictions.
- (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

Travel costs with this contracting action are limited to the amounts authorized by the Federal Travel Regulation (FTR). www.gsa.gov/federaltravelregulation The

following policies are the FSA's interpretation of reasonable travel costs. Profit will not be paid on any travel expenses.

- (1) Per Diem payable is:
 - A. The actual cost of lodging, up to the FTR maximum allowable, for the number of nights of lodging required when an overnight stay is required.
 - B. Actual costs for meals and incidentals not to exceed the appropriate FTR allowable rate when official travel is more than 12 hours.
- (2) Commercial Airline tickets purchased will be:
 - A. The lowest non-penalty coach fare available that satisfies the schedule (except for immediate departure).
 - B. Reserved/purchased as far in advance as possible to make maximum use of discounts.
- (3) Airport parking for one (1) night or more will be paid for at the long-term parking rate.
- (4) Rental vehicles are authorized as follows:
 - A. For 3 or fewer people – not to exceed the cost of the least expensive compact size vehicle.
 - B. For 4 or more people – not to exceed the cost of the least expensive mid-size car/station wagon or van.
 - C. For 6 or more people, or for carrying equipment, samples, etc. – the least expensive van or combination of compact, mid-size car/station wagon, and van.
- (5) Public conveyance is payable at actual cost.
- (6) Privately owned vehicle travel is payable at the mileage rate provided in the FTR in effect at the time each task order is issued.
- (7) Travel for 12 hours or less – No per diem (including meals) will be paid when the official travel is 12 hours or less within the continental United States (CONUS).

- (c) 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:
 - (1) Name of Traveler
 - (2) Destination
 - (3) Inclusive dates of travel.
 - (4) Common carrier ticket receipt
 - (5) Hotel/motel receipt
 - (6) Any other receipts for \$75 or more
 - (7) Vehicle rental receipt
- (d) When booking reservations, the Contractor is not authorized the use of the USDA Travel Agent
- (e) Travel Management
 - (1) Written request for COTR 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) Other Travel - The Contractor may be required to travel at other times as authorized.
 - (3) Internet use by Contractor employee(s) while on official travel shall be requested in advance and shall have specific COTR approval. Any actual charges for internet use while on travel without pre-approval are disallowed.

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

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

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.

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.

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 COTR.

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 Task Orders issued under this contract.

(End of Section)

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.

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.

- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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. - TBN

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 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.7.1, 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.

All substitutes must have qualifications at least equal to those of the person being replaced.

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.

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.

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.

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.

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:

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.

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.

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.

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.

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. 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).

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 TO 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 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 COTR.

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 within the regular workday of 6 a.m. to 6 p.m. Coverage for tasks that require the provision for technical assistance must be maintained between 8 a.m. and 4:30 p.m. With acceptance from the COTR, the contractor may allow their employees the flexibility to schedule their daily hours to begin no later than 9:30 a.m. and complete their day no earlier than 2:30 p.m. as long as the required coverage is maintained. Performance may be required outside the hours defined above, if so, specifics will be defined in the task order.

H.16 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:

- Address Contractor concerns regarding compliance with the award procedures for task/delivery orders;
- Review Contractor complaints on task/delivery order contracts;
- 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
- When requested, maintain strict confidentiality of the vendor/Contractor requesting assistance.

H.17 CORRESPONDENCE PROCEDURES

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

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 COTR.

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 COTR.

H.18 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.19 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.20 SECURITY

All applicable contractor employees requiring routine physical access to Federally-controlled facilities or routine access to Federally-controlled information systems must go through the identity proofing and registration process, and must have been successfully identity proofed, and have a successfully adjudicated National Agency Check with (Written) Inquiries (NACI) or Office of Personnel Management (OPM)/National Security (NS) Background Investigation (BI) to serve on the contract.

Contractor ID badges will be issued after successful identity proofing of the contractor employee applicant, and upon a successfully adjudicated NACI or OPM/NS BI. All contracts must detail periods of performance. Contractors must renew their cards at the end of their period of performance.

H.20.1 SENSITIVE INFORMATION

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

Protection of Information

Privacy of PIV information must be maintained in accordance with the Privacy Act of 1974. For information on the Privacy Act of 1974, visit <http://www.usdoj.gov/oip/privstat.htm>.

H.20.2 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.20.3 FACILITY ACCESS

When applicable, the Contractor shall arrange with the 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 COTR.

H.20.4 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.20.5 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:

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 above the waist 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.

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.

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.

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.

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.

The contractor is responsible for all building access passes issued to its employees. Upon an employee's termination of employment with the contractor, the contractor shall ensure that the USDA issued badge is returned. The contractor shall turn in all employee badges upon termination of said contract.

H.21 CONTRACTOR RESPONSIBILITIES

H.21.1 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.21.2 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 (Attachment D).
- (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.
- (c) 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.22 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 prorated 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)(a) above in this section.

H.23 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.24 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.25 NONPERSONAL SERVICES

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.

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.

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.26 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 one (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).

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)

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

FAR CLAUSE NO.	TITLE	DATE
52.202-1	DEFINITIONS	JULY 2004
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	SEPT 2006
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	SEPT 2007
52.204-4	PRINTING COPYING DOUBLE SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEPT 2006
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

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

FAR CLAUSE NO.	TITLE	DATE
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSION	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JULY 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-10	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	OCT 2001
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	FEB 1997
52.222-03	CONVICT LABOR	JUNE 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	SEPT 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES EMPLOYMENTS REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JUNE 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	SEPT 2006
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	JULY 2005
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT MULTIPLE YEAR AND OPTION CONTRACT	NOV 2006
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.223-5	POLLUTION PREVENT AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2004
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

FAR CLAUSE NO.	TITLE	DATE
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	AUG 1996
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	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1997
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
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	OCT 2003
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTER	MAY 1999
52.233-01	DISPUTES ALTERNATE I (DEC 1991)	JULY 2002
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

FAR CLAUSE NO.	TITLE	DATE
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES -- FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	SEPT 2000
52.244-2	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	JUNE 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-1	PROPERTY RECORDS	JUNE 2007
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) ALTERNATE I (APR 1984)	JUNE 2007
52.246-20	WARRANTY OF SERVICES	MAY 2001
52.246-25	LIMITATION OF LIABILITY -- SERVICES	FEB 1997
52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
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 REPORTING SUBCONTRACT AWARDS (FAR 52.204-10)(SEPT 2007)

- (a) *Definition.* “Subcontract,” as used in this clause, means any contract as defined in FAR Subpart 2.1 entered into by the Contractor to furnish supplies or services for performance of this contract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders, but does not include contracts that provide supplies or services benefiting two or more contracts.
- (b) Section 2(d) of the Federal Funding Accountability and Transparency Act of 2007 (Pub. L. No. 109-282) requires establishment of a pilot program for a single searchable website, available to the public at no charge that includes information on Federal subcontracts.
- (c) Within thirty days after the end of March, June, September, and December of each year through 2008, the Contractor shall report the following information at

<http://www.esrs.gov> for each subcontract award with a value greater than \$1 million made during that quarter. (The Contractor shall follow the instructions at <http://www.esrs.gov> to report the data.)

- (1) Name of the subcontractor.
- (2) Amount of the award.
- (3) Date of award.
- (4) The applicable North American Industry Classification System code.
- (5) Funding agency or agencies.
- (6) Award title descriptive of the purpose of the action.
- (7) Contract number.
- (8) Subcontractor location including address.
- (9) Subcontract primary performance location including address.
- (10) Unique identifier for the subcontractor.

(End of clause)

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.

(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 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.7 UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8)(MAY 2004)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further

the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract -

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern –

(1) Means a small business concern –

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that –

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;

- (3) Where the concern is owned by one or more individuals, the net worth of each individuals 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
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern –

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 102(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern –

- (1) Not less than 51 percent of which is 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) Contractors acting in good faith may rely on written representations by the subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

I.8 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (FAR 52.219-16)(JAN 1999)

- (a) “Failure to make a good faith effort to comply with the subcontracting plan,” as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this

contract entitled “Small Business Subcontracting Plan,” or willful or intentional action to frustrate the plan.

- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor’s failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

I.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

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

<i>EMPLOYEE CLASS</i>	<i>District of Columbia, Maryland, Virginia</i>	<i>Kansas City, MO</i>	<i>Salt Lake City, UT</i>	<i>St. Louis, MO</i>
Computer Programmer I	19.82	21.35	20.16	21.35
Computer Programmer II	24.56	25.49	24.97	25.49
Computer Programmer III	27.62	27.62	27.62	27.62
Computer Programmer IV	27.62	27.62	27.62	27.62
Computer Systems Analyst I	27.62	27.62	27.62	27.62
Computer Systems Analyst II	27.62	27.62	27.62	27.62
Computer Systems Analyst III	27.62	27.62	27.62	27.62
Personal Computer Support Technician	22.85	22.70	21.75	22.70
Peripheral Equipment Operator	15.46	14.55	13.35	14.55

(End of Clause)

I.10 452.204-71 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR EMPLOYEES (OCT 2007)

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-xxx series.

(b) Should the results of the PIV process require the exclusion of a contractor's employee; the contracting officer will notify the contractor in writing.

(c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-xxx series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

(d) The responsibility of maintaining a sufficient workforce remains with the contractor. Employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the Contracting Officer Representative (COR), unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from Monday - Friday to 9:30 – 2:30 at the COTR's office. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

(End of clause)

*Contracting Officer shall insert the appropriate information.

Alternate I: Pending issuance of USDA Directives 4620-xxx series, replace paragraph (a) of 452.204-71 with the following paragraph (a):

- (a) Before a contractor employee may begin work on this contract, each contractor employee must at a minimum and as directed by the PIV Sponsor:
 - i. Provide Sponsor with personal identity information required for PIV enrollment upon request.
 - ii. If no Background Investigation is completed or in progress, input information into Electronic Questionnaire for Investigations Processing (e-QIP) system located on the Office of Personnel Management (OPM) secure website, if available. If e-QIP is not available, fill out the appropriate SF-85, Questionnaire for Nonsensitive Positions, SF-85P, Questionnaire for Public Trust Positions, or SF-86, Questionnaire for National Security Positions, as appropriate, and items 1, 2, 8 through 13, 16 and 17a of the OF-306, Declaration for Federal Employment.. The current version of form SF-85 carries Office of Management and Budget (OMB) control number, 3206-0005. Form SF-85P has OMB control

number 3206-0191. Form SF-86 has control number 3206-0007. Form OF-306 has OMB control number 3206-0182. See http://www.opm.gov/forms/pdf_fill/sf85.pdf; or http://www.opm.gov/forms/pdf_fill/sf85p.pdf; or http://www.opm.gov/forms/pdf_fill/sf86.pdf; and http://www.opm.gov/forms/pdf_fill/of0306.pdf.

- iii. Complete a Fair Credit Reporting Release, and Submit fingerprints for a background check on two (2) FD-258 Fingerprint Charts. The Fair Credit Reporting Release is located at: <http://www.usda.gov/da/pdsd/Web-Fair.htm>. The FD-258 Fingerprint Charts may be obtained by contract companies (not individuals) email request at fisdgoodwillwarehouse@opm.gov. Include the number of cards required, the address to which they should be mailed and a point of contact. Contractor employees' fingerprints shall be taken by a Federal security office, or Federal, State, municipal or local law enforcement agency.
- iv. Schedule an enrollment appointment. The Applicant will be notified (e.g. by e-mail) to schedule an enrollment appointment time and location in a web-based application.
- v. Appear for the enrollment appointment at the time and place scheduled.
- vi. Provide the Registrar with two I-9 identity source documents in original form. The identity source documents must be documents listed as acceptable for establishing identity on Form I-9, Employment Eligibility Verification, List A and B. The I-9 Form may be found at <http://uscis.gov/graphics/formsfee/forms/files/i-9.pdf>. At least one document shall be a valid State or Federal government-issued picture identification (ID) card. Applicants who possess a current State Drivers License or State Picture ID card shall present that document as one identity source document before presenting other State or Federal government-issued picture ID cards.
- vii. Submit to a digital photo taken by the Registrar.
- viii. Submit 10 rolled fingerprints to the Registrar. These fingerprints will be stored on the card for automated authentication during card usage.
- ix. Digitally sign the enrollment package as instructed by the Registrar.
- x. Pick up the credential at the specified time and place. The shipping address will be collected by the Sponsor as part of the personal identity information required for PIV enrollment. Finalization instructions to activate the credential will be sent via email to the Contractor Employee or Contractor Point of Contact (if Contractor Employee does not have an

email address).

- xi. Take the credential to an Activation station to activate it via biometric verification.
- xii. Set a PIN for the credential at the Activation Station.
- xiii. Provide a digital signature to complete the activation.

(End of Clause)

(End of Section)

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	NUMBER OF PAGES
A	Glossary of Terms	4
B	Labor Categories and Hours	8
C	Confidentiality Agreement	3
D	Wage Determinations (Kansas City, St. Louis Washington, D.C. and Salt Lake City)	36
E	Small, Veteran Owned Small Business, HUBZone Small Business, Small Disadvantaged and Women Owned Small Business Subcontracting Plan Format	4
F	Past Performance Questionnaire	4
G	Personnel Résumé Format	2

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 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541511, 541512, and 541513.

(2) The business size standard is \$23 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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applied by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application

(ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posed electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in the offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (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 offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11)(SEPT 2007)

- (a) Definitions. As used in this provision- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12)

- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that 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 its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required 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.

(End of Provision)

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (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.5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (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.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-05) (DEC 2001)

(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.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)

- (a)
 - (1) The North American Industry Classification System (NAICS) codes for this acquisition is 541511.
 - (2) The small business size standard is \$23 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.
 - (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that – (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business

Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

As used in this provision-

“Service disabled veteran-owned small business concern”-

(1) Means a small business concern -

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of 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 serviceconnected, as defined in 38 U.S.C. 101(16).

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

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

- (i) 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

- (ii) 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.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT1999)

(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

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

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

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.

- [] 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.9 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.10 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.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR52.223-13) (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the

offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

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

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094)
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169 or 5171 or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ☐ (v) The facility is not located in the United States or its outlying areas.

(End of provision)

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.

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 determines that organizational conflicts exist the following actions may be taken:

Impose appropriate conditions which avoid such conflicts.

Disqualify the offeror, or

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 1999)

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.

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.

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

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

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

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

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.

K.17 On-Line Representations and Certifications Application (ORCA)

What is ORCA?

- ORCA is a web-based system that centralizes and standardizes the collection, storage and viewing of many of the FAR representations and certifications required by solicitations.
- With ORCA, vendors have the ability to maintain their representation and certification information via the World Wide Web at orca.bpn.gov.
- Representations and certifications completed in ORCA will not need to be submitted with each offer (proposal or bid). Solicitations will include a provision that allows vendors to certify that their representations and certifications in

ORCA are current, complete and accurate, or to list any exceptions/changes to those certifications.

- To register in ORCA, you need to have an active Central Contractor Registration (CCR) record, a Marketing Partner Identification Number (MPIN) from your CCR record, and know your DUNS number.
- Detailed information regarding ORCA and how to submit records is available on the ORCA web site at orca.bpn.gov under Help and FAQs.

(End of Section)

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

FAR Clause No.	Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number	(OCT 2003)
52.215-1	Instructions to Offerors – Competitive 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-provide 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 4 are restricted to small, small disadvantaged (8a or non-8a), women-owned, HubZone and service disabled veteran-owned small (SDVOB) businesses. Functional area 5 is 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 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).

L.6 SERVICE OF PROTEST (FAR 52.233-2) (SEPT 2006)

- (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.7 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.7.1 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 ten (10) 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 and will not attribute the questions to the submitting vendors.

L.7.2 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: AG-645S-S-08-0003

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.8 SOLICITATION COPIES AND ENCLOSURES

An electronic copy of the solicitation and related documents will be available via Internet at <http://fsa.usda.gov/amd> 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.9 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.10 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	541512, Computer Systems Design	\$23M

	other computer related services	Services	
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.11 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.11.1 *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.12 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 on CD format. Please note that any pages exceeding the maximum pages stated in the chart below will not be evaluated by the Government.

L.12.1 Volume I – Technical/Management Proposal

The Technical Proposals shall be submitted in the format specified as described below. It is important to use this format so information is easily found. 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.

L. 12.1.1 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.

L.12.1.2 Tab B – Factor 1: Past Performance

Subfactor 1.1: Past Performance Questionnaires and Results

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.

The Offeror shall also be responsible for ensuring that each of the customer references receives, completes and returns Attachment F, 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 (NAME) and the message shall originate from the reference's corporate or government email system.

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

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.

L.12.1.3 Tab C – Factor 2: Understanding the Requirement

Subfactor 2.1: Software Development Standards Processes

Contractors shall submit information that contains sufficient details to ascertain that the prime and subcontractor labor force uses a standard set of processes for developing and maintaining software. The organization's set of processes need to be well established and have improved over time. Information needs to be

provided on how these standard processes are used to establish consistency across the organization. Details shall also be provided on the organization's management processes, including: organization-wide training programs; formal training/orientation to the federal government's procedures, processes, regulations and data integrity/security requirements; process review groups; and other methods used to ensure staff and managers have good insight into the technical progress of each project. In summary, information is needed on the stable and repeatable standard and consistent processes used within the organization for both software engineering and management activities.

Subfactor 2.2: 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.

The Offeror's technical approach shall address the full scope of the statement of work for this solicitation.

Subfactor 2.3: 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:
- The Offeror shall provide a description of the Quality Control review/audit process, documentation of the process, methods of internal review, participants in the review process and the frequency of review.
- The Offeror shall provide a description of the approach and procedures for handling corrective actions.

Subfactor 2.4: Staffing

a) Staffing Plan

The offeror shall provide the number of personnel currently in place within the 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.

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

b) Program Manager Resume

Using Attachment G, Resume Format, the offeror shall submit a resume for the proposed program manager for Kansas City, MO. The resume shall reflect the requirements specified in Section C.7 for the program manager to be considered acceptable.

L.13 VOLUME II – CONTRACT, SMALL BUSINESS PARTICIPATION, EVMS, COST/PRICE PROPOSAL

L.13.1 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.

L.13.2 Tab B – Contract Documents and Associated Information

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

L.13.3 Tab C - Small Business Participation (Applicable to the Large Business Primes 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 E, 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 the 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.

L.13.2 Tab D – Contract Documents and Associated Information

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

The Cost/Price Proposal Volume shall include:

- (1) Part I: A summary of the labor categories proposed and the qualifications for each level.
- (2) Part II: The proposed rates and factors for the entire period of performance.
 - o Rates will not change more than once a year. The offeror may start the new period either on the anniversary date of the contract award or coordinate it with the prime contractor's cycle.
 - o The rate proposal will be prepared in accordance with the attached Microsoft Excel Workbook and provided in electronic form in Microsoft Excel with the offeror's proposal.
 - o The labor categories provided in the proposal are the preferred category titles. Section C of the solicitation provides information regarding each of these categories. Additional categories not covered by the solicitation may be proposed.
- (3) Part III: Cost Breakdown for labor rates and factors. The offeror shall submit other than cost and pricing data in support of the prices proposed. Factors, including labor overhead, general and administrative and profit, will be provided. The factor rate and the pool to which it applies will be provided. Offerors are encouraged to propose labor rates from other Government contracts for which fair and reasonable determinations have already been made. The offeror shall identify the source contract and contact information for the contracting officer. These factors will remain static throughout the contract and will apply to both Labor Hour and Firm Fixed Price task orders.

- (4) Other Direct Costs are not anticipated on a routine basis and will be handled on a task order basis as required. However, if your pricing structure calls for specific items or rates to be charged/applied for other direct costs these must be identified in your price proposal. Indirect rates applied to other direct costs such as travel or subcontractor costs must be supported by appropriate cost and pricing data. The data provided must provide justification for the routine application of the indirect rate and provide backup for the rate itself.
- (5) 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).
- (6) 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.

L.13.5 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 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.

L.13.6 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

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.

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, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

The plan shall—

Describe the EVMS the offeror intends to use in performance of the contracts;
Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;
Describe the management system and its application in terms of the EVMS guidelines;
Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
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.13.7 Notes to Offerors

Offeror shall provide its technical response in both the written format described in Section L and on one (1) CD. The technical response shall follow the format set forth in Attachment B (excel).

Offeror shall insure that its DUNS number is provided and TAX identification number is provided as well to assist the Contracting Officer in her financial responsibility determination.

L.14 ALTERNATE PROPOSALS

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

(End of Section)

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 three multiple award contracts to the responsible offerors whose proposals are the most advantageous to the Government, price and other factors considered.

M.3 EVALUATION FACTORS

The selection decision will be based on the following factors:

Non-Price Factors

Factor 1: Past Performance

Subfactor 1.1: Questionnaire

Technical Performance
Timeliness of Performance
Quality/Customer Satisfaction
Cost Control

Subfactor 1.2: Certifications, Quality Recognition and Awards

Factor 2: Understanding the Requirement

Subfactor 2.1: Software Development Standards Processes

Subfactor 2.2: Technical Approach

Complexity
Technical Methodology

Subfactor 2.3: Program Management and Quality Control

Program Management Methodology
Quality Control Solution

Subfactor 2.4: Staffing

Staffing Plan
Proposed Program Manager

(b) Price and Other Factors

Exceptions and Deviations
Contract Documents and Associated Information
Subcontracting Plan
Cost/Price Proposal
Financial Statements
Earned Value Management System

Order of Importance: Each non-price is more important than the price factor and together the non-price factors are significantly more important than the price factor. Understanding the Requirement is more important than Past Performance. The Questionnaire subfactor is significantly more important than the Certifications, Quality Recognition and Awards subfactor. The Software Development Standards Processes and Technical Approach subfactors are equal to each other and significantly more important than both the Program Management and Quality Control and Staffing subfactors which are also equal to one another.

M.3.1 Factor 1: Past Performance

Subfactor 1.1: 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 1.2: 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 2.1: Software Development Standards Processes

Offerors who present detailed information and evidence of effectively transferring a well-defined set of standard processes for software engineering and management activities into their organization's workforce will receive a higher rating than those who do not. Evidence is needed to ensure the software engineering and management activities are stable and repeatable. Offerors who demonstrate how they use standard processes throughout their organization to efficiently handle organization-wide training programs; formal training; orientation to the Federal government's procedures; processes, regulations and data integrity/security requirements; process review groups; and other methods used to ensure staff and managers have good insight into the technical progress of

each project, will receive a higher score than offerors who have no established processes or processes that are not well defined.

Subfactor 2.2: 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 2.3: 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 2.4: Staffing

For the lead Contractor 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 resumes required for submittal for evaluation will receive a higher score. Resumes 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 and all exceptions, deviations, or conditional assumptions taken with the requirements of the RFP. Any exception, deviation or conditional assumption 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 deemed 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, signed 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 Large Business Prime's]

The Department's Minimum Goals for a Subcontracting Plan are as follows:

Small Business	25%
Veteran Owned Small Business	3%
[Includes service disabled and non-service disabled]	
Service Disabled Veteran Owned Small Business	3%
Women Owned Small Business	5%
HUBZone Small Business	5%
Small Disadvantaged Business	10%
[Includes 8(a) and non-8(a)]	
8(a) Contractor	5%

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

Subfactor 1 - Subcontracting Plan

The proposed approach to subcontracting, including provision of subcontracting opportunities for small, small disadvantaged, women-owned, disabled veteran-owned, and HUBZone small businesses will be evaluated, as well as the extent to which the subcontracting approach is planned/utilized:

Indicates a systematic approach by the Contractor (1) to continuously seek to identify the best sources of solutions and products to meet the Department's objectives and (2) utilize the sources if and when at all possible. The Plan includes meaningful goals to provide significant, and appropriate, opportunities for above noted socio-economic categories. The Contractor integrates partners and subcontractors into the performance plan.

M.4.4 Tab D – Cost/Price Proposal

Labor and factor rates will be reviewed for cost realism, reasonableness, and understanding of the requirements.

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:

- 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.
- 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.
- 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.
- May utilize Dunn and Bradstreet reports to assist in responsibility determinations for offerors.

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 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 an Unacceptable rating and the proposal is not awardable.

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

RATING	DESCRIPTION
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 meets the fullest expectations of the Government by being very comprehensive, in-depth, clear, accurate, innovative, and believable.
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.
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.
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)

ATTACHMENT A - GLOSSARY OF TERMS

TERM	DEFINITION
A/36	Advanced System/36
Acquisition	The process of obtaining or using IRM resources to support an information system for program administration and delivery. An acquisition begins when an agency starts to define its need, even for budget purposes, or makes a request for Departmental review of a proposed AIS or acquisition.
AGAR	Agriculture Acquisition Regulation
Agency	Any USDA-operating entity, including a Government corporation, information technology facility, Departmental staff office, and mission-area grouping of agencies. It does not include the USDA Graduate School.
APFO	Aerial Photography Field Office. APFO, Farm Service Agency, is the primary source of aerial imagery for the U.S. Department of Agriculture.
CADD	Computer Aided Drafting and Design
CCE	Common Computer Environment
CLIN	Contract Line Item Number
CO	Contracting Officer
COTR	Contracting Officers Technical Representative
COTS	Commercial off-the-shelf
County Office	County Offices perform the basic services to agricultural producers
DBMS	Data Base Management System
DO	Delivery Order - In this document, a delivery order and task order are synonymous.
DOS	Disk Operating System.
Documentation	Hardcopy documents and online user documentation that is embedded in the GUI application and uses Hypertext document processing conventions. The documentation shall be produced in an economical manner, and shall take advantage of automated documentation tools where possible. All revisions to existing documentation shall be identified and indexed. Documentation shall be developed in accordance with the standards, as specified.
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
Farm Service Agency	Acronym: FSA. On October 20, 1994, the Farm Service Agency was created and includes commodity programs and some of the conservation programs previously under the Agricultural Stabilization and Conservation Service (ASCS), the Federal Crop Insurance Corporation (FCIC), and the farm credit programs previously under the Farmers Home Administration (FmHA).
FSA	See Farm Service Agency

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TERM	DEFINITION
Fixed Price Contract	A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. (Reference FAR 16.202-1)
Fixed Price Level of Effort Contract	A firm-fixed-price, level-of-effort term contract requires (a) the contractor to provide a specified level of effort, over a stated period of time, on work that can be stated only in general terms and (b) the Government to pay the contractor a fixed dollar amount. (Reference FAR 16.207-1)
FTP	File Transfer Protocol
G&A	General and Administration Expense: 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.
GIS	Geographic Information Systems
GPS	Global Positioning Systems
Graphic User Interface	Acronym: GUI. An operating system or front-end for an operating system that provides the user a graphical representation of applications, programs, and functions available to the user and an intuitive "point-and-click" method of accessing the applications, programs, or functions.
IDIQ	Indefinite Delivery - Indefinite Quantity
Implementation Planning	A sub-phase that begins after the system design has been fixed and runs parallel with the programming activity. Includes the developed of detailed conversion plans and training schedules.
Information System	Acronym: IS. The organized collection, processing, transmission, and dissemination of information in accordance with defined procedures, whether automated or manual. This includes hardware, software, personnel, telecommunication services, support services and intra-governmental services.
Information	Knowledge, facts, records, news, intelligence, data with meaning and metadata (data on data) or opinions. These may be represented by numeric, graphic, image, sound, and textual forms of material. The material may be oral or collected, maintained, and disseminated by any media. Information media includes paper, microform plus digital, optical, and analog recording, and holographic technology.
IRM	Information Resource Management
IT	Information Technology
ITS	Information Technology Services
ITSD	Information Technology Services Division
IT Support Services	Information Technology
KCC	Kansas City Complex
LAN	Local Area Network
Life Cycle	All the time for planning, approving, acquiring, installing, using, maintaining, and converting from or terminating the use of an AIS or IRM delivery system.
Maintenance	Any activity intended to retain a functional unit in, or to restore it to, a state in which it can perform its required function. Maintenance includes keeping a

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

TERM	DEFINITION
	functional unit in a specified state by performing activities such as tests, measurements, replacements, adjustments, and repairs.
NITC	National Information Technology Center located in Kansas City, MO
Normal Business Hours	Any nine consecutive hours per day, including an official meal period not to exceed one hour per day, between the hours of 8:00 a.m. and 4:30 p.m. local time, Monday through Friday, excluding holidays observed at the installation.
ODC	Other Direct Costs: Costs incurred by the Contractor for resources which are not specifically addressed by this solicitation but which are integral and incidental to the performance of the work.
Offeror	A business or entity that responds to a Government request for proposal.
Problem Definition	Information collected and organized into stages. Initially, an outline of the problem is developed, then an analysis of the needs and recommendations if prepared. Alternatives may be addressed. The users are given the opportunity to examine and approve the alternatives.
Program Development	A process of developing source code and compiling the source code, using the programming language specified, according to instructions. Program development includes unit testing and integration testing of the program module, unless otherwise specified.
Project Management	The manual and automated process of identifying and tracking tasks, schedules, resources and costs necessary to complete a piece of work.
Proposal	An offeror's response to a request for proposal that presents the offeror's approach to meeting the Government's requirement.
Small Business	It is the policy of the Government to place a "fair proportion" of contracts with small business. 15 U.S.C. & 631(a). FAR 19.201(a) implements this policy by stating that agencies should give a reasonable/fair percentage of their acquisition needs to small business concerns and small disadvantaged business concerns. FAR Part 19 contains detailed guidance on requirements to procure from small businesses and small disadvantaged businesses.
SDLC	System Development Life Cycle
Support Services	Studies and other general services, software development, conversion, maintenance, management, and equipment maintenance activities provided by commercial or in-house staff.
System Design	A high-level overview of the application system structure, project plan, screen designs, report formats, user interface scripts, physical storage requirements, process logic, physical data model, data structure, and data flow as identified in the system life cycle methodology. JAD and RAD sessions as well as prototyping may be used to develop the system design.
Time-and-Materials Contract	A time-and-materials contract provides for acquiring supplies or services on the basis of (1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit and (2) materials at cost, including, if appropriate, material handling costs as part of material costs. (Reference FAR 16.601(a))

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<i>TERM</i>	<i>DEFINITION</i>
TO	Task Order
USDA	United States Department of Agriculture

(End of Attachment)

ATTACHMENT B - LABOR CATEGORIES AND HOURS

YEAR ONE
FROM: Date of Contract
Award
TO: (TBD)
FIXED PRICE RATES

CLIN	TITLE	SITE	ON-SITE ¹ HRLY RATE	CLIN	OFF-SITE ² HRLY RATE
00101A	(1) Program Manager	Kansas City, MO (KC)	\$0.00	00101B	\$0.00
00201A	(2) Project Leader	WDC	\$0.00	00201B	\$0.00
00202A		KC	\$0.00	00202B	\$0.00
00203A		STL	\$0.00	00203B	\$0.00
00204A		SLC	\$0.00	00204B	\$0.00
00301A	(3) Senior Systems	WDC	\$0.00	00301B	\$0.00
00302A	Architect	KC	\$0.00	00302B	\$0.00
00303A		STL	\$0.00	00303B	\$0.00
00304A		SLC	\$0.00	00304B	\$0.00
00401A	(4) Systems Architect	WDC	\$0.00	00401B	\$0.00
00402A		KC	\$0.00	00402B	\$0.00
00403A		STL	\$0.00	00403B	\$0.00
00404A		SLC	\$0.00	00404B	\$0.00
00501A	(5) Junior Systems	WDC	\$0.00	00501B	\$0.00
00502A	Architect	KC	\$0.00	00502B	\$0.00
00503A		STL	\$0.00	00503B	\$0.00
00504A		SLC	\$0.00	00504B	\$0.00
00601A	(6) Senior Information	WDC	\$0.00	00601B	\$0.00
00602A	Technology Specialist	KC	\$0.00	00602B	\$0.00
00603A		STL	\$0.00	00603B	\$0.00
00604A		SLC	\$0.00	00604B	\$0.00
00701A	(7) Information Technology	WDC	\$0.00	00701B	\$0.00
00702A	Specialist	KC	\$0.00	00702B	\$0.00
00703A		STL	\$0.00	00703B	\$0.00
00704A		SLC	\$0.00	00704B	\$0.00
00801A	(8) Junior Information	WDC	\$0.00	00801B	\$0.00
00802A	Technology Specialist	KC	\$0.00	00802B	\$0.00
00803A		STL	\$0.00	00803B	\$0.00

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00804A		SLC	\$0.00	00804B	\$0.00
00901A	(9) Senior Information	WDC	\$0.00	00901B	\$0.00
00902A	Technology Technician	KC	\$0.00	00902B	\$0.00
00903A		STL	\$0.00	00903B	\$0.00
00904A		SLC	\$0.00	00904B	\$0.00
01001A	(10) Information Technology	WDC	\$0.00	01001B	\$0.00
01002A	Technician	KC	\$0.00	01002B	\$0.00
01003A		STL	\$0.00	01003B	\$0.00
01004A		SLC	\$0.00	01004B	\$0.00
01101A	(11) Information Technology	WDC	\$0.00	01101B	\$0.00
01102A	Administrative Specialist	KC	\$0.00	01102B	\$0.00
01103A		STL	\$0.00	01103B	\$0.00
01104A		SLC	\$0.00	01104B	\$0.00
01201A	(12) Senior Information	WDC	\$0.00	01201B	\$0.00
01202A	Technology Training	KC	\$0.00	01202B	\$0.00
01203A	Specialist	STL	\$0.00	01203B	\$0.00
01204A		SLC	\$0.00	01204B	\$0.00
01301A	(13) Information Technology	WDC	\$0.00	01301B	\$0.00
01302A	Training Specialist	KC	\$0.00	01302B	\$0.00
01303A		STL	\$0.00	01303B	\$0.00
01304A		SLC	\$0.00	01304B	\$0.00

¹ On-site is defined in Section B.

² Off-site is defined in Section B.

YEAR TWO
From: _____
To: _____
FIXED PRICE RATES

CLIN	TITLE	SITE	ON-SITE ¹ HRLY RATE	CLIN	OFF-SITE ² HRLY RATE
10101A	(1) Program Manager	Kansas City, MO (KC)	\$0.00	10101B	\$0.00
10201A	(2) Project Leader	WDC	\$0.00	10201B	\$0.00
10202A		KC	\$0.00	10202B	\$0.00

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10203A		STL	\$0.00	10203B	\$0.00
10204A		SLC	\$0.00	10204B	\$0.00
10301A	(3) Senior Systems	WDC	\$0.00	10301B	\$0.00
10302A	Architect	KC	\$0.00	10302B	\$0.00
10303A		STL	\$0.00	10303B	\$0.00
10304A		SLC	\$0.00	10304B	\$0.00
10401A	(4) Systems Architect	WDC	\$0.00	10401B	\$0.00
10402A		KC	\$0.00	10402B	\$0.00
10403A		STL	\$0.00	10403B	\$0.00
10404A		SLC	\$0.00	10404B	\$0.00
10501A	(5) Junior Systems	WDC	\$0.00	10501B	\$0.00
10502A	Architect	KC	\$0.00	10502B	\$0.00
10503A		STL	\$0.00	10503B	\$0.00
10504A		SLC	\$0.00	10504B	\$0.00
10601A	(6) Senior Information	WDC	\$0.00	10601B	\$0.00
10602A	Technology Specialist	KC	\$0.00	10602B	\$0.00
10603A		STL	\$0.00	10603B	\$0.00
10604A		SLC	\$0.00	10604B	\$0.00
10701A	(7) Information	WDC	\$0.00	10701B	\$0.00
10702A	Technology Specialist	KC	\$0.00	10702B	\$0.00
10703A		STL	\$0.00	10703B	\$0.00
10704A		SLC	\$0.00	10704B	\$0.00
10801A	(8) Junior Information	WDC	\$0.00	10801B	\$0.00
10802A	Technology Specialist	KC	\$0.00	10802B	\$0.00
10803A		STL	\$0.00	10803B	\$0.00
10804A		SLC	\$0.00	10804B	\$0.00
10901A	(9) Senior Information	WDC	\$0.00	10901B	\$0.00
10902A	Technology Technician	KC	\$0.00	10902B	\$0.00
10903A		STL	\$0.00	10903B	\$0.00
10904A		SLC	\$0.00	10904B	\$0.00
11001A	(10) Information Technology	WDC	\$0.00	11001B	\$0.00
11002A	Technician	KC	\$0.00	11002B	\$0.00
11003A		STL	\$0.00	11003B	\$0.00
11004A		SLC	\$0.00	11004B	\$0.00
11101A	(11) Information Technology	WDC	\$0.00	11101B	\$0.00
11102A	Administrative Specialist	KC	\$0.00	11102B	\$0.00
11103A		STL	\$0.00	11103B	\$0.00
11104A		SLC	\$0.00	11104B	\$0.00

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U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
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11201A	(12) Senior Information	WDC	\$0.00	11201B	\$0.00
11202A	Technology Training	KC	\$0.00	11202B	\$0.00
11203A	Specialist	STL	\$0.00	11203B	\$0.00
11204A		SLC	\$0.00	11204B	\$0.00
11301A	(13) Information Technology	WDC	\$0.00	11301B	\$0.00
11302A	Training Specialist	KC	\$0.00	11302B	\$0.00
11303A		STL	\$0.00	11303B	\$0.00
11304A		SLC	\$0.00	11304B	\$0.00

¹ On-site is defined in Section B.

² Off-site is defined in Section B.

YEAR 3
From: _____
To: _____
FIXED PRICE RATES

CLIN	TITLE	SITE	ON-SITE ¹ HRLY RATE	CLIN	OFF-SITE ² HRLY RATE
20101A	(1) Program Manager	Kansas City, MO (KC)	\$0.00	20101B	\$0.00
20201A	(2) Project Leader	WDC	\$0.00	20201B	\$0.00
20202A		KC	\$0.00	20202B	\$0.00
20203A		STL	\$0.00	20203B	\$0.00
20204A		SLC	\$0.00	20204B	\$0.00
20301A	(3) Senior Systems	WDC	\$0.00	20301B	\$0.00
20302A	Architect	KC	\$0.00	20302B	\$0.00
20303A		STL	\$0.00	20303B	\$0.00
20304A		SLC	\$0.00	20304B	\$0.00
20401A	(4) Systems Architect	WDC	\$0.00	20401B	\$0.00
20402A		KC	\$0.00	20402B	\$0.00
20403A		STL	\$0.00	20403B	\$0.00
20404A		SLC	\$0.00	20404B	\$0.00
20501A	(5) Junior Systems	WDC	\$0.00	20501B	\$0.00
20502A	Architect	KC	\$0.00	20502B	\$0.00
20503A		STL	\$0.00	20503B	\$0.00
20504A		SLC	\$0.00	20504B	\$0.00

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SOLICITATION NUMBER: AG-645S-S-08-0003

20601A	(6) Senior Information	WDC	\$0.00	20601B	\$0.00
20602A	Technology Specialist	KC	\$0.00	20602B	\$0.00
20603A		STL	\$0.00	20603B	\$0.00
20604A		SLC	\$0.00	20604B	\$0.00
20701A	(7) Information Technology	WDC	\$0.00	20701B	\$0.00
20702A	Specialist	KC	\$0.00	20702B	\$0.00
20703A		STL	\$0.00	20703B	\$0.00
20704A		SLC	\$0.00	20704B	\$0.00
20801A	(8) Junior Information	WDC	\$0.00	20801B	\$0.00
20802A	Technology Specialist	KC	\$0.00	20802B	\$0.00
20803A		STL	\$0.00	20803B	\$0.00
20804A		SLC	\$0.00	20804B	\$0.00
20901A	(9) Senior Information	WDC	\$0.00	20901B	\$0.00
20902A	Technology Technician	KC	\$0.00	20902B	\$0.00
20903A		STL	\$0.00	20903B	\$0.00
20904A		SLC	\$0.00	20904B	\$0.00
21001A	(10) Information Technology	WDC	\$0.00	21001B	\$0.00
21002A	Technician	KC	\$0.00	21002B	\$0.00
21003A		STL	\$0.00	21003B	\$0.00
21004A		SLC	\$0.00	21004B	\$0.00
21101A	(11) Information Technology	WDC	\$0.00	21101B	\$0.00
21102A	Administrative Specialist	KC	\$0.00	21102B	\$0.00
21103A		STL	\$0.00	21103B	\$0.00
21104A		SLC	\$0.00	21104B	\$0.00
21201A	(12) Senior Information	WDC	\$0.00	21201B	\$0.00
21202A	Technology Training	KC	\$0.00	21202B	\$0.00
21203A	Specialist	STL	\$0.00	21203B	\$0.00
21204A		SLC	\$0.00	21204B	\$0.00
21301A	(13) Information Technology	WDC	\$0.00	21301B	\$0.00
21302A	Training Specialist	KC	\$0.00	21302B	\$0.00
21303A		STL	\$0.00	21303B	\$0.00
21304A		SLC	\$0.00	21304B	\$0.00

¹ On-site is defined in Section B.

² Off-site is defined in Section B.

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

YEAR 4

From: _____

To: _____

FIXED PRICE RATES

CLIN	TITLE	SITE	ON-SITE ¹ HRLY RATE	CLIN	OFF-SITE ² HRLY RATE
30101A	(1) Program Manager	Kansas City, MO (KC)	\$0.00	30101B	\$0.00
30201A	(2) Project Leader	WDC	\$0.00	30201B	\$0.00
30202A		KC	\$0.00	30202B	\$0.00
30203A		STL	\$0.00	30203B	\$0.00
30204A		SLC	\$0.00	30204B	\$0.00
30301A	(3) Senior Systems	WDC	\$0.00	30301B	\$0.00
30302A	Architect	KC	\$0.00	30302B	\$0.00
30303A		STL	\$0.00	30303B	\$0.00
30304A		SLC	\$0.00	30304B	\$0.00
30401A	(4) Systems Architect	WDC	\$0.00	30401B	\$0.00
30402A		KC	\$0.00	30402B	\$0.00
30403A		STL	\$0.00	30403B	\$0.00
30404A		SLC	\$0.00	30404B	\$0.00
30501A	(5) Junior Systems	WDC	\$0.00	30501B	\$0.00
30502A	Architect	KC	\$0.00	30502B	\$0.00
30503A		STL	\$0.00	30503B	\$0.00
30504A		SLC	\$0.00	30504B	\$0.00
30601A	(6) Senior Information	WDC	\$0.00	30601B	\$0.00
30602A	Technology Specialist	KC	\$0.00	30602B	\$0.00
30603A		STL	\$0.00	30603B	\$0.00
30604A		SLC	\$0.00	30604B	\$0.00
30701A	(7) Information Technology	WDC	\$0.00	30701B	\$0.00
30702A	Specialist	KC	\$0.00	30702B	\$0.00
30703A		STL	\$0.00	30703B	\$0.00
30704A		SLC	\$0.00	30704B	\$0.00
30801A	(8) Junior Information	WDC	\$0.00	30801B	\$0.00
30702A	Technology Specialist	KC	\$0.00	30802B	\$0.00
30703A		STL	\$0.00	30803B	\$0.00

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
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30704A		SLC	\$0.00	30804B	\$0.00
30901A	(9) Senior Information	WDC	\$0.00	30901B	\$0.00
30902A	Technology Technician	KC	\$0.00	30902B	\$0.00
30903A		STL	\$0.00	30903B	\$0.00
30904A		SLC	\$0.00	30904B	\$0.00
31001A	(10) Information Technology	WDC	\$0.00	31001B	\$0.00
31002A	Technician	KC	\$0.00	31002B	\$0.00
31003A		STL	\$0.00	31003B	\$0.00
31004A		SLC	\$0.00	31004B	\$0.00
31101A	(11) Information Technology	WDC	\$0.00	31101B	\$0.00
31102A	Administrative Specialist	KC	\$0.00	31102B	\$0.00
31103A		STL	\$0.00	31103B	\$0.00
31104A		SLC	\$0.00	31104B	\$0.00
31201A	(12) Senior Information	WDC	\$0.00	31201B	\$0.00
31202A	Technology Training	KC	\$0.00	31202B	\$0.00
31203A	Specialist	STL	\$0.00	31203B	\$0.00
31204A		SLC	\$0.00	31204B	\$0.00
31301A	(13) Information Technology	WDC	\$0.00	31301B	\$0.00
31302A	Training Specialist	KC	\$0.00	31302B	\$0.00
31303A		STL	\$0.00	31303B	\$0.00
31304A		SLC	\$0.00	31304B	\$0.00

¹ On-site is defined in Section B.

² Off-site is defined in Section B.

YEAR FIVE
From: _____
To: _____
FIXED PRICE RATES

CLIN	TITLE	SITE	ON-SITE ¹ HRLY RATE	CLIN	OFF-SITE ² HRLY RATE
40101A	(1) Program Manager	Kansas City, MO (KC)	\$0.00	40101B	\$0.00
40201A	(2) Project Leader	WDC	\$0.00	40201B	\$0.00
40202A		KC	\$0.00	40202B	\$0.00
40203A		STL	\$0.00	40203B	\$0.00
40204A		SLC	\$0.00	40204B	\$0.00

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
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SOLICITATION NUMBER: AG-645S-S-08-0003

40301A	(3) Senior Systems	WDC	\$0.00	40301B	\$0.00
40302A	Architect	KC	\$0.00	40302B	\$0.00
40303A		STL	\$0.00	40303B	\$0.00
40304A		SLC	\$0.00	40304B	\$0.00
40401A	(4) Systems Architect	WDC	\$0.00	40401B	\$0.00
40402A		KC	\$0.00	40402B	\$0.00
40403A		STL	\$0.00	40403B	\$0.00
40404A		SLC	\$0.00	40404B	\$0.00
40501A	(5) Junior Systems	WDC	\$0.00	40501B	\$0.00
40502A	Architect	KC	\$0.00	40502B	\$0.00
40503A		STL	\$0.00	40503B	\$0.00
40504A		SLC	\$0.00	40504B	\$0.00
40601A	(6) Senior Information	WDC	\$0.00	40601B	\$0.00
40602A	Technology Specialist	KC	\$0.00	40602B	\$0.00
40603A		STL	\$0.00	40603B	\$0.00
40604A		SLC	\$0.00	40604B	\$0.00
40701A	(7) Information Technology	WDC	\$0.00	40701B	\$0.00
40702A	Specialist	KC	\$0.00	40702B	\$0.00
40703A		STL	\$0.00	40703B	\$0.00
40704A		SLC	\$0.00	40704B	\$0.00
40801A	(8) Junior Information	WDC	\$0.00	40801B	\$0.00
40802A	Technology Specialist	KC	\$0.00	40802B	\$0.00
40803A		STL	\$0.00	40803B	\$0.00
40804A		SLC	\$0.00	40804B	\$0.00
40901A	(9) Senior Information	WDC	\$0.00	40901B	\$0.00
40902A	Technology Technician	KC	\$0.00	40902B	\$0.00
40903A		STL	\$0.00	40903B	\$0.00
40904A		SLC	\$0.00	40904B	\$0.00
41001A	(10) Information Technology	WDC	\$0.00	41001B	\$0.00
41002A	Technician	KC	\$0.00	41002B	\$0.00
41003A		STL	\$0.00	41003B	\$0.00
41004A		SLC	\$0.00	41004B	\$0.00
41101A	(11) Information Technology	WDC	\$0.00	41101B	\$0.00
41102A	Administrative Specialist	KC	\$0.00	41102B	\$0.00
41103A		STL	\$0.00	41103B	\$0.00
41104A		SLC	\$0.00	41104B	\$0.00
41201A	(12) Senior Information	WDC	\$0.00	41201B	\$0.00
41202A	Technology Training	KC	\$0.00	41202B	\$0.00

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41203A	Specialist	STL	\$0.00	41203B	\$0.00
41204A		SLC	\$0.00	41204B	\$0.00
41301A	(13) Information Technology	WDC	\$0.00	41301B	\$0.00
41302A	Training Specialist	KC	\$0.00	41302B	\$0.00
41303A		STL	\$0.00	41303B	\$0.00
41304A		SLC	\$0.00	41304B	\$0.00

¹ On-site is defined in Section B.

² Off-site is defined in Section B.

(End of Attachment)

ATTACHMENT C - CONFIDENTIALITY

AGREEMENT

This Confidentiality Agreement between the United States Department of Agriculture/Farm Service Agency (USDA/FSA) and _____ (Contractor) sets forth use and disclosure obligations regarding the USDA/FSA's disclosure of certain information to the (Contractor) and the (Contractor's) treatment of that information.

The USDA/FSA may disclose to the (Contractor) the following information. Note: The information specified below, as well as other ancillary information not specified below, are collectively referred to as the "Confidential Information":

Information protected under the Freedom of Information Act statutes and the Privacy Act of 1974

In consideration of the USDA/FSA's disclosure of the Confidential Information for the (Contractor) to use to complete the assigned responsibilities as described in the provisions of the (Contractual Agreement), the (Contractor) agrees to the following use and disclosure obligations:

Title to the Confidential Information and all related materials and documentation the USDA/FSA delivers to the (Contractor) will remain with the USDA/FSA.

The (Contractor) agrees not to disclose any Confidential Information to any third party and to use any information disclosed by the USDA/FSA solely for the purpose(s) described in the provisions of the (Contractual Agreement).

The (Contractor) agrees to treat all information disclosed by the USDA/FSA as Confidential Information, whether or not the information is marked and or previously identified as such. By way of example, but not by way of limitation, information should be treated as confidential if it includes any data on USDA/FSA employees, individuals or organizations about whom the USDA/FSA keeps information, other contractors, potential contractors, proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, business records, and/or marketing information.

The (Contractor) will restrict circulation of the Confidential Information within its organization to only those people in the (Contractor's) organization that have a need to know the Confidential Information strictly for the purpose(s) described in the provisions of the (Contractual Agreement).

The (Contractor) will not incorporate any portion of any Confidential Information into any work or product, other than the work product(s) that will be delivered to the USDA/FSA for the USDA/FSA's sole use. Also, the (Contractor) will have no proprietary interest in any of the Confidential Information. Furthermore, the (Contractor) will cause all individuals in its organization who will have access to any Confidential Information disclosed by the USDA/FSA to execute a separate individual confidentiality agreement, with a signed copy of each individual confidentiality agreement being provided to the USDA/FSA, incorporating the use and disclosure obligations specified in this Confidentiality Agreement.

The (Contractor) will be liable for the disclosure of USDA/FSA's Confidential Information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The (Contractor) will not be liable for any unintentional disclosure of the Confidential Information that results despite the (Contractor's) exercise of at least the same degree of care as it normally takes to safeguard its own secrets. But this exception to the (Contractor's) liability for disclosure of the Confidential Information will not apply if the (Contractor's) procedures are not reasonable given the nature of the Confidential Information or if the disclosure nevertheless results in liability to the USDA/FSA.

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
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The (Contractor's) obligation to maintain the confidentiality of the Confidential Information will not apply where any of the following apply:

- (a) The Confidential Information was already in the (Contractor's) possession before disclosure by the USDA/FSA, and such was received by the (Contractor) without obligation of confidence.
- (b) The Confidential Information is developed independently by the (Contractor).
- (c) The Confidential Information is, or becomes, publicly available without breach of this Confidentiality Agreement.
- (d) The Confidential Information is rightfully received by the (Contractor) from a third party without an obligation of confidence.
- (e) The Confidential Information is disclosed by the (Contractor) with the written consent of the USDA/FSA.
- (f) The Confidential Information is released in accordance with a valid order of a court or governmental agency. But in such a case, the (Contractor) must first notify the USDA/FSA of the order immediately upon the (Contractor) receiving it. And, the (Contractor) also must make a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

The (Contractor) will return all originals of any Confidential Information to the USDA/FSA, and will destroy any copies it has made, upon termination or expiration of this Confidentiality Agreement.

This Confidentiality Agreement is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

This Confidentiality Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the USDA/FSA and the (Contractor).

No amendment or modification of any provision of this Confidentiality Agreement will be effective unless it is in writing and signed by both parties.

The failure of either party to demand strict performance by the other party of any of this Confidentiality Agreement will not be a waiver or relinquishment of any rights under this Confidentiality Agreement. And, either party may at any later time demand strict and complete performance by the other party of the Confidentiality Agreement.

If any provision of this Confidentiality Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Confidentiality Agreement will remain in full force and effect to the extent that such does not create an absurdity.

This Confidentiality Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party. And, the headings used herein are for the sole sake of convenience and will not be used to interpret any section.

For any notice under this Confidentiality Agreement to be effective it must be made in writing and sent to the address of the appropriate party first appearing above, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address.

The terms of this Confidentiality Agreement are continuing obligations.

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
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The (Contractor) may not assign this Confidentiality Agreement or any of its rights or obligations under this Confidentiality Agreement without the prior, written consent of the USDA/FSA.

This Confidentiality Agreement will be governed by the laws of _____, and venue for any disputes will lie exclusively with the appropriate court in _____ County, _____.

To show their agreement, the parties have signed this Confidentiality Agreement on the dates shown below.

Full Name of USDA/FSA

Full Address of USDA/FSA

By: _____

Name: _____

Title: _____

Date: _____

Full Name of (Contractor)

Full Address of (Contractor)

By: _____

Name: _____

Title: _____

Date: _____

State of: _____

County of: _____

On _____ day of _____, 20____ before me, _____, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature of Notary

My commission expires on _____, 20_____.

(End of Attachment)

ATTACHMENT D - SERVICE CONTRACT ACT WAGE DETERMINATIONS

WD 05-2307 (Rev.-5) was first posted on www.wdol.gov on 10/02/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2307
Revision No.: 5
Date Of Revision: 09/21/2007

States: Kansas, **Missouri**

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte
Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, **Jackson**, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.22
01012 - Accounting Clerk II	13.71
01013 - Accounting Clerk III	16.15
01020 - Administrative Assistant	21.43
01040 - Court Reporter	18.32
01051 - Data Entry Operator I	11.90
01052 - Data Entry Operator II	14.14
01060 - Dispatcher, Motor Vehicle	18.55
01070 - Document Preparation Clerk	13.03
01090 - Duplicating Machine Operator	13.03
01111 - General Clerk I	12.50
01112 - General Clerk II	14.03
01113 - General Clerk III	15.79
01120 - Housing Referral Assistant	19.40
01141 - Messenger Courier	10.91
01191 - Order Clerk I	12.73
01192 - Order Clerk II	15.29
01261 - Personnel Assistant (Employment) I	16.17
01262 - Personnel Assistant (Employment) II	17.97
01263 - Personnel Assistant (Employment) III	19.54
01270 - Production Control Clerk	18.29
01280 - Receptionist	11.52
01290 - Rental Clerk	14.53
01300 - Scheduler, Maintenance	14.65

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
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01311 - Secretary I	14.65
01312 - Secretary II	16.60
01313 - Secretary III	18.61
01320 - Service Order Dispatcher	21.18
01410 - Supply Technician	23.03
01420 - Survey Worker	15.47
01531 - Travel Clerk I	11.76
01532 - Travel Clerk II	12.70
01533 - Travel Clerk III	13.63
01611 - Word Processor I	12.92
01612 - Word Processor II	15.11
01613 - Word Processor III	16.44
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.03
05010 - Automotive Electrician	19.32
05040 - Automotive Glass Installer	18.59
05070 - Automotive Worker	18.59
05110 - Mobile Equipment Servicer	16.51
05130 - Motor Equipment Metal Mechanic	20.03
05160 - Motor Equipment Metal Worker	18.59
05190 - Motor Vehicle Mechanic	20.03
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	17.54
05280 - Motor Vehicle Wrecker	18.59
05310 - Painter, Automotive	19.32
05340 - Radiator Repair Specialist	18.59
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	20.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.20
07041 - Cook I	10.54
07042 - Cook II	11.88
07070 - Dishwasher	8.73
07130 - Food Service Worker	10.17
07210 - Meat Cutter	15.06
07260 - Waiter/Waitress	8.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.30
09040 - Furniture Handler	14.32
09080 - Furniture Refinisher	19.30
09090 - Furniture Refinisher Helper	15.46
09110 - Furniture Repairer, Minor	17.52
09130 - Upholsterer	19.30
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.64
11060 - Elevator Operator	10.79
11090 - Gardener	14.55
11122 - Housekeeping Aide	11.75
11150 - Janitor	11.75
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	8.75
11260 - Pruner	11.75
11270 - Tractor Operator	13.97
11330 - Trail Maintenance Worker	12.13
11360 - Window Cleaner	12.12
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	14.93
12012 - Certified Occupational Therapist Assistant	17.26
12015 - Certified Physical Therapist Assistant	17.87
12020 - Dental Assistant	14.64
12025 - Dental Hygienist	30.55

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12030 - EKG Technician	20.81
12035 - Electroneurodiagnostic Technologist	20.81
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	13.26
12072 - Licensed Practical Nurse II	14.93
12073 - Licensed Practical Nurse III	16.68
12100 - Medical Assistant	12.37
12130 - Medical Laboratory Technician	14.91
12160 - Medical Record Clerk	13.38
12190 - Medical Record Technician	15.06
12195 - Medical Transcriptionist	15.29
12210 - Nuclear Medicine Technologist	28.15
12221 - Nursing Assistant I	9.21
12222 - Nursing Assistant II	10.37
12223 - Nursing Assistant III	11.30
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	12.15
12236 - Optical Technician	11.23
12250 - Pharmacy Technician	14.84
12280 - Phlebotomist	12.69
12305 - Radiologic Technologist	22.30
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	26.15
12313 - Registered Nurse II, Specialist	26.15
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III, Anesthetist	33.15
12316 - Registered Nurse IV	38.03
12317 - Scheduler (Drug and Alcohol Testing)	17.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	24.93
13013 - Exhibits Specialist III	29.94
13041 - Illustrator I	16.95
13042 - Illustrator II	20.30
13043 - Illustrator III	25.36
13047 - Librarian	29.76
13050 - Library Aide/Clerk	10.08
13054 - Library Information Technology Systems Administrator	20.48
13058 - Library Technician	12.89
13061 - Media Specialist I	15.48
13062 - Media Specialist II	17.31
13063 - Media Specialist III	19.31
13071 - Photographer I	14.19
13072 - Photographer II	17.32
13073 - Photographer III	19.67
13074 - Photographer IV	24.05
13075 - Photographer V	29.10
13110 - Video Teleconference Technician	15.61
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.89
14042 - Computer Operator II	17.08
14043 - Computer Operator III	19.80
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	24.53
14071 - Computer Programmer I (1)	19.82
14072 - Computer Programmer II (1)	24.56
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.46

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14160 - Personal Computer Support Technician	22.85
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.33
15020 - Aircrew Training Devices Instructor (Rated)	30.66
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	24.22
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	23.00
15090 - Technical Instructor	19.95
15095 - Technical Instructor/Course Developer	24.42
15110 - Test Proctor	17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.43
16030 - Counter Attendant	8.43
16040 - Dry Cleaner	10.88
16070 - Finisher, Flatwork, Machine	8.43
16090 - Presser, Hand	8.43
16110 - Presser, Machine, Drycleaning	8.43
16130 - Presser, Machine, Shirts	8.43
16160 - Presser, Machine, Wearing Apparel, Laundry	8.43
16190 - Sewing Machine Operator	11.69
16220 - Tailor	12.49
16250 - Washer, Machine	9.28
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.30
19040 - Tool And Die Maker	26.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.49
21030 - Material Coordinator	19.16
21040 - Material Expediter	19.16
21050 - Material Handling Laborer	14.72
21071 - Order Filler	12.29
21080 - Production Line Worker (Food Processing)	17.49
21110 - Shipping Packer	14.15
21130 - Shipping/Receiving Clerk	14.15
21140 - Store Worker I	12.21
21150 - Stock Clerk	16.75
21210 - Tools And Parts Attendant	17.49
21410 - Warehouse Specialist	17.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.23
23021 - Aircraft Mechanic I	23.45
23022 - Aircraft Mechanic II	24.23
23023 - Aircraft Mechanic III	25.08
23040 - Aircraft Mechanic Helper	18.12
23050 - Aircraft, Painter	22.55
23060 - Aircraft Servicer	20.53
23080 - Aircraft Worker	21.76
23110 - Appliance Mechanic	19.30
23120 - Bicycle Repairer	15.18
23125 - Cable Splicer	26.38
23130 - Carpenter, Maintenance	20.40
23140 - Carpet Layer	19.53
23160 - Electrician, Maintenance	29.98
23181 - Electronics Technician Maintenance I	21.13
23182 - Electronics Technician Maintenance II	26.65
23183 - Electronics Technician Maintenance III	27.20
23260 - Fabric Worker	17.52
23290 - Fire Alarm System Mechanic	20.01
23310 - Fire Extinguisher Repairer	16.50

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23311 - Fuel Distribution System Mechanic	23.49
23312 - Fuel Distribution System Operator	18.53
23370 - General Maintenance Worker	18.57
23380 - Ground Support Equipment Mechanic	23.45
23381 - Ground Support Equipment Servicer	20.53
23382 - Ground Support Equipment Worker	21.76
23391 - Gunsmith I	16.29
23392 - Gunsmith II	18.79
23393 - Gunsmith III	20.56
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.00
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.70
23430 - Heavy Equipment Mechanic	20.01
23440 - Heavy Equipment Operator	20.69
23460 - Instrument Mechanic	20.56
23465 - Laboratory/Shelter Mechanic	19.82
23470 - Laborer	13.10
23510 - Locksmith	19.30
23530 - Machinery Maintenance Mechanic	20.60
23550 - Machinist, Maintenance	20.01
23580 - Maintenance Trades Helper	15.46
23591 - Metrology Technician I	20.56
23592 - Metrology Technician II	21.25
23593 - Metrology Technician III	21.99
23640 - Millwright	23.98
23710 - Office Appliance Repairer	19.32
23760 - Painter, Maintenance	19.30
23790 - Pipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	24.62
23820 - Pneudraulic Systems Mechanic	20.56
23850 - Rigger	22.01
23870 - Scale Mechanic	18.79
23890 - Sheet-Metal Worker, Maintenance	26.89
23910 - Small Engine Mechanic	20.43
23931 - Telecommunications Mechanic I	21.72
23932 - Telecommunications Mechanic II	22.41
23950 - Telephone Lineman	20.97
23960 - Welder, Combination, Maintenance	20.01
23965 - Well Driller	20.01
23970 - Woodcraft Worker	20.56
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.09
24580 - Child Care Center Clerk	12.82
24610 - Chore Aide	9.01
24620 - Family Readiness And Support Services Coordinator	12.70
24630 - Homemaker	14.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.48
25040 - Sewage Plant Operator	19.36
25070 - Stationary Engineer	21.48
25190 - Ventilation Equipment Tender	15.46
25210 - Water Treatment Plant Operator	19.30
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.02
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	17.29
27010 - Court Security Officer	19.65
27030 - Detection Dog Handler	16.62
27040 - Detention Officer	17.29
27070 - Firefighter	19.21
27101 - Guard I	13.19

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
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27102 - Guard II	16.62
27131 - Police Officer I	21.45
27132 - Police Officer II	23.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.70
28042 - Carnival Equipment Repairer	11.41
28043 - Carnival Equipment Worker	8.65
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	14.59
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	19.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.17
29020 - Hatch Tender	18.72
29030 - Line Handler	18.72
29041 - Stevedore I	18.03
29042 - Stevedore II	19.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	14.37
30022 - Archeological Technician II	16.06
30023 - Archeological Technician III	19.90
30030 - Cartographic Technician	22.95
30040 - Civil Engineering Technician	21.12
30061 - Drafter/CAD Operator I	17.27
30062 - Drafter/CAD Operator II	19.48
30063 - Drafter/CAD Operator III	21.28
30064 - Drafter/CAD Operator IV	25.78
30081 - Engineering Technician I	15.54
30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21.95
30084 - Engineering Technician IV	24.41
30085 - Engineering Technician V	29.54
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	20.48
30210 - Laboratory Technician	18.48
30240 - Mathematical Technician	23.31
30361 - Paralegal/Legal Assistant I	15.58
30362 - Paralegal/Legal Assistant II	20.11
30363 - Paralegal/Legal Assistant III	24.59
30364 - Paralegal/Legal Assistant IV	29.76
30390 - Photo-Optics Technician	22.14
30461 - Technical Writer I	24.16
30463 - Technical Writer III	29.23
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	33.95
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	19.02
30621 - Weather Observer, Senior (2)	22.14
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.47
31030 - Bus Driver	16.03
31043 - Driver Courier	13.25
31260 - Parking and Lot Attendant	10.97

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

31290 - Shuttle Bus Driver	14.34
31310 - Taxi Driver	10.65
31361 - Truckdriver, Light	14.34
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	19.58
31364 - Truckdriver, Tractor-Trailer	19.58
99000 - Miscellaneous Occupations	
99030 - Cashier	9.26
99050 - Desk Clerk	9.07
99095 - Embalmer	20.21
99251 - Laboratory Animal Caretaker I	9.20
99252 - Laboratory Animal Caretaker II	9.96
99310 - Mortician	22.72
99410 - Pest Controller	16.41
99510 - Photofinishing Worker	11.65
99710 - Recycling Laborer	15.22
99711 - Recycling Specialist	17.66
99730 - Refuse Collector	13.73
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	9.31
99830 - Survey Party Chief	21.44
99831 - Surveying Aide	13.33
99832 - Surveying Technician	18.25
99840 - Vending Machine Attendant	13.19
99841 - Vending Machine Repairer	15.86
99842 - Vending Machine Repairer Helper	13.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
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of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Website at <http://wdol.gov/>.

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U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

WD 05-2531 (Rev.-4) was first posted on www.wdol.gov on 08/21/2007

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 2005-2531 Revision No.: 4 Date Of Revision: 08/14/2007
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State: Utah
Area: **Utah Statewide**

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
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01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.97
01012 - Accounting Clerk II	13.43
01013 - Accounting Clerk III	15.02
01020 - Administrative Assistant	18.43
01040 - Court Reporter	16.12
01051 - Data Entry Operator I	10.62
01052 - Data Entry Operator II	12.20
01060 - Dispatcher, Motor Vehicle	16.80
01070 - Document Preparation Clerk	12.43
01090 - Duplicating Machine Operator	12.43
01111 - General Clerk I	10.80
01112 - General Clerk II	11.79
01113 - General Clerk III	13.23
01120 - Housing Referral Assistant	15.65
01141 - Messenger Courier	9.95
01191 - Order Clerk I	11.81
01192 - Order Clerk II	13.64
01261 - Personnel Assistant (Employment) I	14.11
01262 - Personnel Assistant (Employment) II	15.78
01263 - Personnel Assistant (Employment) III	17.24
01270 - Production Control Clerk	16.35
01280 - Receptionist	10.11
01290 - Rental Clerk	9.78
01300 - Scheduler, Maintenance	12.19
01311 - Secretary I	12.19
01312 - Secretary II	13.72
01313 - Secretary III	15.65
01320 - Service Order Dispatcher	14.95
01410 - Supply Technician	18.43
01420 - Survey Worker	11.00
01531 - Travel Clerk I	11.24
01532 - Travel Clerk II	11.93
01533 - Travel Clerk III	12.51
01611 - Word Processor I	12.90
01612 - Word Processor II	15.88
01613 - Word Processor III	17.61
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.56
05010 - Automotive Electrician	16.94

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05040 - Automotive Glass Installer	16.08
05070 - Automotive Worker	16.05
05110 - Mobile Equipment Servicer	14.28
05130 - Motor Equipment Metal Mechanic	17.63
05160 - Motor Equipment Metal Worker	16.05
05190 - Motor Vehicle Mechanic	16.69
05220 - Motor Vehicle Mechanic Helper	13.21
05250 - Motor Vehicle Upholstery Worker	15.16
05280 - Motor Vehicle Wrecker	16.05
05310 - Painter, Automotive	16.94
05340 - Radiator Repair Specialist	16.05
05370 - Tire Repairer	12.41
05400 - Transmission Repair Specialist	17.29
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.21
07041 - Cook I	9.54
07042 - Cook II	10.80
07070 - Dishwasher	7.27
07130 - Food Service Worker	7.58
07210 - Meat Cutter	12.97
07260 - Waiter/Waitress	8.11
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.76
09040 - Furniture Handler	11.34
09080 - Furniture Refinisher	15.76
09090 - Furniture Refinisher Helper	11.89
09110 - Furniture Repairer, Minor	13.64
09130 - Upholsterer	15.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	8.63
11090 - Gardener	12.03
11122 - Housekeeping Aide	8.49
11150 - Janitor	9.51
11210 - Laborer, Grounds Maintenance	9.99
11240 - Maid or Houseman	8.01
11260 - Pruner	10.07
11270 - Tractor Operator	11.63
11330 - Trail Maintenance Worker	9.99
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	12.59
12011 - Breath Alcohol Technician	14.55
12012 - Certified Occupational Therapist Assistant	19.19
12015 - Certified Physical Therapist Assistant	16.79
12020 - Dental Assistant	12.09
12025 - Dental Hygienist	28.07
12030 - EKG Technician	21.38
12035 - Electroneurodiagnostic Technologist	21.38
12040 - Emergency Medical Technician	12.59
12071 - Licensed Practical Nurse I	13.00
12072 - Licensed Practical Nurse II	14.55
12073 - Licensed Practical Nurse III	16.22
12100 - Medical Assistant	11.14
12130 - Medical Laboratory Technician	12.61
12160 - Medical Record Clerk	12.61
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	13.50
12210 - Nuclear Medicine Technologist	31.97
12221 - Nursing Assistant I	9.26
12222 - Nursing Assistant II	10.41
12223 - Nursing Assistant III	11.37

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
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12224 - Nursing Assistant IV	12.75
12235 - Optical Dispenser	13.16
12236 - Optical Technician	11.58
12250 - Pharmacy Technician	13.38
12280 - Phlebotomist	12.75
12305 - Radiologic Technologist	20.91
12311 - Registered Nurse I	20.42
12312 - Registered Nurse II	25.24
12313 - Registered Nurse II, Specialist	25.24
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	37.53
12317 - Scheduler (Drug and Alcohol Testing)	18.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.01
13012 - Exhibits Specialist II	18.27
13013 - Exhibits Specialist III	22.28
13041 - Illustrator I	17.33
13042 - Illustrator II	21.09
13043 - Illustrator III	25.73
13047 - Librarian	19.74
13050 - Library Aide/Clerk	9.36
13054 - Library Information Technology Systems Administrator	20.49
13058 - Library Technician	11.65
13061 - Media Specialist I	11.40
13062 - Media Specialist II	12.75
13063 - Media Specialist III	14.22
13071 - Photographer I	15.07
13072 - Photographer II	17.59
13073 - Photographer III	21.42
13074 - Photographer IV	26.13
13075 - Photographer V	31.70
13110 - Video Teleconference Technician	14.40
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.35
14042 - Computer Operator II	16.90
14043 - Computer Operator III	19.95
14044 - Computer Operator IV	21.75
14045 - Computer Operator V	24.10
14071 - Computer Programmer I (1)	20.16
14072 - Computer Programmer II (1)	24.97
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.35
14160 - Personal Computer Support Technician	21.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.01
15020 - Aircrew Training Devices Instructor (Rated)	32.10
15030 - Air Crew Training Devices Instructor (Pilot)	35.31
15050 - Computer Based Training Specialist / Instructor	27.07
15060 - Educational Technologist	22.10
15070 - Flight Instructor (Pilot)	35.31
15080 - Graphic Artist	17.70
15090 - Technical Instructor	17.29
15095 - Technical Instructor/Course Developer	21.14
15110 - Test Proctor	13.58
15120 - Tutor	13.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.32

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

16030 - Counter Attendant	8.32
16040 - Dry Cleaner	11.06
16070 - Finisher, Flatwork, Machine	8.32
16090 - Presser, Hand	8.32
16110 - Presser, Machine, Drycleaning	8.32
16130 - Presser, Machine, Shirts	8.32
16160 - Presser, Machine, Wearing Apparel, Laundry	8.32
16190 - Sewing Machine Operator	11.87
16220 - Tailor	12.57
16250 - Washer, Machine	9.29
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.68
19040 - Tool And Die Maker	21.10
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.02
21030 - Material Coordinator	17.18
21040 - Material Expediter	17.18
21050 - Material Handling Laborer	11.67
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	13.02
21110 - Shipping Packer	11.89
21130 - Shipping/Receiving Clerk	11.89
21140 - Store Worker I	9.96
21150 - Stock Clerk	13.86
21210 - Tools And Parts Attendant	13.02
21410 - Warehouse Specialist	13.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.91
23021 - Aircraft Mechanic I	22.55
23022 - Aircraft Mechanic II	23.91
23023 - Aircraft Mechanic III	24.82
23040 - Aircraft Mechanic Helper	15.54
23050 - Aircraft, Painter	19.26
23060 - Aircraft Servicer	17.91
23080 - Aircraft Worker	19.11
23110 - Appliance Mechanic	15.28
23120 - Bicycle Repairer	12.41
23125 - Cable Splicer	23.63
23130 - Carpenter, Maintenance	15.59
23140 - Carpet Layer	16.59
23160 - Electrician, Maintenance	18.55
23181 - Electronics Technician Maintenance I	16.25
23182 - Electronics Technician Maintenance II	23.20
23183 - Electronics Technician Maintenance III	25.14
23260 - Fabric Worker	14.74
23290 - Fire Alarm System Mechanic	17.64
23310 - Fire Extinguisher Repairer	13.77
23311 - Fuel Distribution System Mechanic	20.88
23312 - Fuel Distribution System Operator	15.87
23370 - General Maintenance Worker	15.11
23380 - Ground Support Equipment Mechanic	22.55
23381 - Ground Support Equipment Servicer	17.91
23382 - Ground Support Equipment Worker	19.11
23391 - Gunsmith I	13.75
23392 - Gunsmith II	15.94
23393 - Gunsmith III	18.12
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.74
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.53
23430 - Heavy Equipment Mechanic	18.87
23440 - Heavy Equipment Operator	17.20
23460 - Instrument Mechanic	19.00

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

23465 - Laboratory/Shelter Mechanic	17.03
23470 - Laborer	10.43
23510 - Locksmith	15.23
23530 - Machinery Maintenance Mechanic	20.19
23550 - Machinist, Maintenance	17.37
23580 - Maintenance Trades Helper	11.89
23591 - Metrology Technician I	19.00
23592 - Metrology Technician II	20.14
23593 - Metrology Technician III	20.91
23640 - Millwright	18.12
23710 - Office Appliance Repairer	16.93
23760 - Painter, Maintenance	15.23
23790 - Pipefitter, Maintenance	20.23
23810 - Plumber, Maintenance	19.43
23820 - Pneudraulic Systems Mechanic	18.12
23850 - Rigger	17.45
23870 - Scale Mechanic	15.95
23890 - Sheet-Metal Worker, Maintenance	19.05
23910 - Small Engine Mechanic	14.43
23931 - Telecommunications Mechanic I	21.12
23932 - Telecommunications Mechanic II	21.95
23950 - Telephone Lineman	19.20
23960 - Welder, Combination, Maintenance	15.86
23965 - Well Driller	16.67
23970 - Woodcraft Worker	18.12
23980 - Woodworker	12.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.85
24580 - Child Care Center Clerk	11.05
24610 - Chore Aide	8.87
24620 - Family Readiness And Support Services Coordinator	10.43
24630 - Homemaker	12.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.43
25040 - Sewage Plant Operator	19.53
25070 - Stationary Engineer	22.43
25190 - Ventilation Equipment Tender	15.43
25210 - Water Treatment Plant Operator	19.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.95
27007 - Baggage Inspector	11.36
27008 - Corrections Officer	19.80
27010 - Court Security Officer	19.30
27030 - Detection Dog Handler	17.20
27040 - Detention Officer	19.80
27070 - Firefighter	18.02
27101 - Guard I	11.36
27102 - Guard II	17.20
27131 - Police Officer I	21.39
27132 - Police Officer II	22.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.80
28042 - Carnival Equipment Repairer	10.49
28043 - Carnival Equipment Worker	7.72
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.24
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	15.88
29000 - Stevedoring/Longshoremen Occupational Services	

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
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SOLICITATION NUMBER: AG-645S-S-08-0003

29010 - Blocker And Bracer	18.61
29020 - Hatch Tender	18.61
29030 - Line Handler	18.61
29041 - Stevedore I	17.34
29042 - Stevedore II	19.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	15.26
30022 - Archeological Technician II	17.06
30023 - Archeological Technician III	21.14
30030 - Cartographic Technician	22.08
30040 - Civil Engineering Technician	18.51
30061 - Drafter/CAD Operator I	14.87
30062 - Drafter/CAD Operator II	17.44
30063 - Drafter/CAD Operator III	19.44
30064 - Drafter/CAD Operator IV	22.08
30081 - Engineering Technician I	12.99
30082 - Engineering Technician II	14.59
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	22.48
30085 - Engineering Technician V	24.74
30086 - Engineering Technician VI	29.93
30090 - Environmental Technician	18.58
30210 - Laboratory Technician	16.84
30240 - Mathematical Technician	22.08
30361 - Paralegal/Legal Assistant I	15.97
30362 - Paralegal/Legal Assistant II	19.28
30363 - Paralegal/Legal Assistant III	21.41
30364 - Paralegal/Legal Assistant IV	29.26
30390 - Photo-Optics Technician	22.08
30461 - Technical Writer I	17.75
30462 - Technical Writer II	21.72
30463 - Technical Writer III	26.27
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	19.44
30621 - Weather Observer, Senior (2)	21.61
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.89
31030 - Bus Driver	14.51
31043 - Driver Courier	11.38
31260 - Parking and Lot Attendant	8.40
31290 - Shuttle Bus Driver	12.36
31310 - Taxi Driver	10.32
31361 - Truckdriver, Light	12.36
31362 - Truckdriver, Medium	16.84
31363 - Truckdriver, Heavy	18.63
31364 - Truckdriver, Tractor-Trailer	18.63
99000 - Miscellaneous Occupations	
99030 - Cashier	8.09
99050 - Desk Clerk	8.86
99095 - Embalmer	25.48
99251 - Laboratory Animal Caretaker I	10.09
99252 - Laboratory Animal Caretaker II	10.57
99310 - Mortician	25.48
99410 - Pest Controller	13.92

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

99510 - Photofinishing Worker	10.52
99710 - Recycling Laborer	13.39
99711 - Recycling Specialist	15.17
99730 - Refuse Collector	11.99
99810 - Sales Clerk	10.95
99820 - School Crossing Guard	8.35
99830 - Survey Party Chief	17.66
99831 - Surveying Aide	12.58
99832 - Surveying Technician	16.05
99840 - Vending Machine Attendant	13.00
99841 - Vending Machine Repairer	15.72
99842 - Vending Machine Repairer Helper	13.00

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance,

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explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Website at <http://wdol.gov/>.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of

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contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

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WD 05-2309 (Rev.-4) was first posted on www.wdol.gov on 08/07/2007

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 2005-2309 Revision No.: 4 Date Of Revision: 08/02/2007
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States: Illinois, **Missouri**

Area: Illinois Counties of Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Saline, St Clair, Union, Washington, Wayne, Williamson Missouri Counties of Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, Scotland, Shelby, St Charles, St Francois, **St Louis**, Ste Genevieve, Warren, Washington

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.97
01012 - Accounting Clerk II	15.67
01013 - Accounting Clerk III	18.57
01020 - Administrative Assistant	21.78
01040 - Court Reporter	16.57
01051 - Data Entry Operator I	11.11
01052 - Data Entry Operator II	13.33
01060 - Dispatcher, Motor Vehicle	16.36
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.12
01111 - General Clerk I	10.95
01112 - General Clerk II	12.11
01113 - General Clerk III	14.03
01120 - Housing Referral Assistant	19.30
01141 - Messenger Courier	10.15
01191 - Order Clerk I	10.47
01192 - Order Clerk II	12.87
01261 - Personnel Assistant (Employment) I	14.46
01262 - Personnel Assistant (Employment) II	16.34
01263 - Personnel Assistant (Employment) III	18.14
01270 - Production Control Clerk	18.70
01280 - Receptionist	12.14
01290 - Rental Clerk	14.59
01300 - Scheduler, Maintenance	14.74
01311 - Secretary I	14.74
01312 - Secretary II	16.84
01313 - Secretary III	19.30
01320 - Service Order Dispatcher	15.56
01410 - Supply Technician	20.35
01420 - Survey Worker	16.36
01531 - Travel Clerk I	10.84

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01532 - Travel Clerk II	11.67
01533 - Travel Clerk III	12.45
01611 - Word Processor I	12.47
01612 - Word Processor II	14.73
01613 - Word Processor III	17.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.36
05010 - Automotive Electrician	18.83
05040 - Automotive Glass Installer	18.05
05070 - Automotive Worker	18.05
05110 - Mobile Equipment Servicer	16.47
05130 - Motor Equipment Metal Mechanic	19.62
05160 - Motor Equipment Metal Worker	18.05
05190 - Motor Vehicle Mechanic	20.09
05220 - Motor Vehicle Mechanic Helper	15.29
05250 - Motor Vehicle Upholstery Worker	17.26
05280 - Motor Vehicle Wrecker	18.05
05310 - Painter, Automotive	18.83
05340 - Radiator Repair Specialist	18.05
05370 - Tire Repairer	15.80
05400 - Transmission Repair Specialist	19.62
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.61
07041 - Cook I	11.02
07042 - Cook II	12.07
07070 - Dishwasher	7.97
07130 - Food Service Worker	9.53
07210 - Meat Cutter	14.85
07260 - Waiter/Waitress	7.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.69
09040 - Furniture Handler	12.84
09080 - Furniture Refinisher	18.69
09090 - Furniture Refinisher Helper	15.18
09110 - Furniture Repairer, Minor	17.13
09130 - Upholsterer	18.69
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.70
11060 - Elevator Operator	9.70
11090 - Gardener	14.57
11122 - Housekeeping Aide	10.14
11150 - Janitor	9.99
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.33
11260 - Pruner	10.77
11270 - Tractor Operator	13.66
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	11.06
12000 - Health Occupations	
12010 - Ambulance Driver	16.12
12011 - Breath Alcohol Technician	14.94
12012 - Certified Occupational Therapist Assistant	17.73
12015 - Certified Physical Therapist Assistant	17.33
12020 - Dental Assistant	14.35
12025 - Dental Hygienist	28.10
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	16.12
12071 - Licensed Practical Nurse I	13.48
12072 - Licensed Practical Nurse II	15.08
12073 - Licensed Practical Nurse III	16.81
12100 - Medical Assistant	11.41

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12130 - Medical Laboratory Technician	14.12
12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	14.39
12195 - Medical Transcriptionist	14.22
12210 - Nuclear Medicine Technologist	26.15
12221 - Nursing Assistant I	8.95
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.45
12224 - Nursing Assistant IV	12.11
12235 - Optical Dispenser	13.97
12236 - Optical Technician	13.09
12250 - Pharmacy Technician	12.83
12280 - Phlebotomist	12.11
12305 - Radiologic Technologist	20.74
12311 - Registered Nurse I	22.81
12312 - Registered Nurse II	24.90
12313 - Registered Nurse II, Specialist	24.90
12314 - Registered Nurse III	30.13
12315 - Registered Nurse III, Anesthetist	30.13
12316 - Registered Nurse IV	36.11
12317 - Scheduler (Drug and Alcohol Testing)	18.48
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.16
13012 - Exhibits Specialist II	21.87
13013 - Exhibits Specialist III	24.82
13041 - Illustrator I	18.91
13042 - Illustrator II	23.24
13043 - Illustrator III	27.41
13047 - Librarian	22.85
13050 - Library Aide/Clerk	11.22
13054 - Library Information Technology Systems Administrator	20.64
13058 - Library Technician	13.95
13061 - Media Specialist I	14.28
13062 - Media Specialist II	15.99
13063 - Media Specialist III	17.81
13071 - Photographer I	15.19
13072 - Photographer II	16.99
13073 - Photographer III	21.05
13074 - Photographer IV	24.28
13075 - Photographer V	29.36
13110 - Video Teleconference Technician	13.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.55
14042 - Computer Operator II	16.27
14043 - Computer Operator III	20.08
14044 - Computer Operator IV	22.70
14045 - Computer Operator V	24.72
14071 - Computer Programmer I (1)	21.35
14072 - Computer Programmer II (1)	25.49
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.55
14160 - Personal Computer Support Technician	22.70
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.34
15020 - Aircrew Training Devices Instructor (Rated)	35.50
15030 - Air Crew Training Devices Instructor (Pilot)	42.55
15050 - Computer Based Training Specialist / Instructor	27.79

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15060 - Educational Technologist	24.56
15070 - Flight Instructor (Pilot)	42.55
15080 - Graphic Artist	21.06
15090 - Technical Instructor	19.21
15095 - Technical Instructor/Course Developer	23.49
15110 - Test Proctor	15.70
15120 - Tutor	15.70
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.33
16030 - Counter Attendant	8.33
16040 - Dry Cleaner	10.36
16070 - Finisher, Flatwork, Machine	8.33
16090 - Presser, Hand	8.33
16110 - Presser, Machine, Drycleaning	8.33
16130 - Presser, Machine, Shirts	8.33
16160 - Presser, Machine, Wearing Apparel, Laundry	8.33
16190 - Sewing Machine Operator	11.00
16220 - Tailor	11.63
16250 - Washer, Machine	9.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.91
19040 - Tool And Die Maker	24.58
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.82
21030 - Material Coordinator	18.70
21040 - Material Expediter	18.70
21050 - Material Handling Laborer	19.18
21071 - Order Filler	11.74
21080 - Production Line Worker (Food Processing)	15.82
21110 - Shipping Packer	13.96
21130 - Shipping/Receiving Clerk	13.96
21140 - Store Worker I	10.64
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	15.82
21410 - Warehouse Specialist	15.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.33
23021 - Aircraft Mechanic I	21.51
23022 - Aircraft Mechanic II	22.33
23023 - Aircraft Mechanic III	23.18
23040 - Aircraft Mechanic Helper	16.33
23050 - Aircraft, Painter	20.43
23060 - Aircraft Servicer	18.44
23080 - Aircraft Worker	19.28
23110 - Appliance Mechanic	20.56
23120 - Bicycle Repairer	15.80
23125 - Cable Splicer	21.83
23130 - Carpenter, Maintenance	26.52
23140 - Carpet Layer	21.82
23160 - Electrician, Maintenance	27.81
23181 - Electronics Technician Maintenance I	20.69
23182 - Electronics Technician Maintenance II	23.36
23183 - Electronics Technician Maintenance III	24.72
23260 - Fabric Worker	18.30
23290 - Fire Alarm System Mechanic	21.10
23310 - Fire Extinguisher Repairer	16.97
23311 - Fuel Distribution System Mechanic	21.16
23312 - Fuel Distribution System Operator	16.97
23370 - General Maintenance Worker	19.06
23380 - Ground Support Equipment Mechanic	21.51
23381 - Ground Support Equipment Servicer	18.44
23382 - Ground Support Equipment Worker	19.28

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23391 - Gunsmith I	16.97
23392 - Gunsmith II	19.47
23393 - Gunsmith III	21.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.82
23430 - Heavy Equipment Mechanic	21.10
23440 - Heavy Equipment Operator	22.67
23460 - Instrument Mechanic	21.16
23465 - Laboratory/Shelter Mechanic	20.25
23470 - Laborer	15.61
23510 - Locksmith	20.21
23530 - Machinery Maintenance Mechanic	22.83
23550 - Machinist, Maintenance	22.53
23580 - Maintenance Trades Helper	15.18
23591 - Metrology Technician I	21.16
23592 - Metrology Technician II	21.96
23593 - Metrology Technician III	22.79
23640 - Millwright	24.14
23710 - Office Appliance Repairer	20.21
23760 - Painter, Maintenance	20.20
23790 - Pipefitter, Maintenance	26.23
23810 - Plumber, Maintenance	25.44
23820 - Pneudraulic Systems Mechanic	21.16
23850 - Rigger	21.16
23870 - Scale Mechanic	19.47
23890 - Sheet-Metal Worker, Maintenance	24.14
23910 - Small Engine Mechanic	19.42
23931 - Telecommunications Mechanic I	22.84
23932 - Telecommunications Mechanic II	23.74
23950 - Telephone Lineman	21.42
23960 - Welder, Combination, Maintenance	21.10
23965 - Well Driller	21.10
23970 - Woodcraft Worker	21.16
23980 - Woodworker	16.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.39
24580 - Child Care Center Clerk	11.68
24610 - Chore Aide	8.95
24620 - Family Readiness And Support Services Coordinator	10.31
24630 - Homemaker	11.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.23
25040 - Sewage Plant Operator	20.76
25070 - Stationary Engineer	24.23
25190 - Ventilation Equipment Tender	17.44
25210 - Water Treatment Plant Operator	20.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.00
27007 - Baggage Inspector	11.34
27008 - Corrections Officer	17.13
27010 - Court Security Officer	20.12
27030 - Detection Dog Handler	16.30
27040 - Detention Officer	17.13
27070 - Firefighter	23.34
27101 - Guard I	11.34
27102 - Guard II	16.30
27131 - Police Officer I	20.41
27132 - Police Officer II	22.69
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.69
28042 - Carnival Equipment Repairer	12.47

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28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	13.56
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	16.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.05
29020 - Hatch Tender	20.05
29030 - Line Handler	20.05
29041 - Stevedore I	17.96
29042 - Stevedore II	20.89
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HF0) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HF0) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HF0) (2)	25.03
30021 - Archeological Technician I	15.46
30022 - Archeological Technician II	16.71
30023 - Archeological Technician III	20.69
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	20.65
30061 - Drafter/CAD Operator I	18.79
30062 - Drafter/CAD Operator II	21.06
30063 - Drafter/CAD Operator III	23.48
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	16.04
30082 - Engineering Technician II	18.02
30083 - Engineering Technician III	21.03
30084 - Engineering Technician IV	26.07
30085 - Engineering Technician V	31.88
30086 - Engineering Technician VI	38.57
30090 - Environmental Technician	19.51
30210 - Laboratory Technician	20.31
30240 - Mathematical Technician	23.49
30361 - Paralegal/Legal Assistant I	16.56
30362 - Paralegal/Legal Assistant II	20.75
30363 - Paralegal/Legal Assistant III	25.10
30364 - Paralegal/Legal Assistant IV	30.37
30390 - Photo-Optics Technician	26.10
30461 - Technical Writer I	18.23
30462 - Technical Writer II	22.30
30463 - Technical Writer III	26.97
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.06
30621 - Weather Observer, Senior (2)	23.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.16
31030 - Bus Driver	16.39
31043 - Driver Courier	15.43
31260 - Parking and Lot Attendant	9.69
31290 - Shuttle Bus Driver	16.94
31310 - Taxi Driver	10.50
31361 - Truckdriver, Light	16.94
31362 - Truckdriver, Medium	17.97
31363 - Truckdriver, Heavy	20.79

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31364 - Truckdriver, Tractor-Trailer	20.79
99000 - Miscellaneous Occupations	
99030 - Cashier	8.52
99050 - Desk Clerk	9.85
99095 - Embalmer	22.09
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.89
99310 - Mortician	23.48
99410 - Pest Controller	13.71
99510 - Photofinishing Worker	11.44
99710 - Recycling Laborer	16.77
99711 - Recycling Specialist	20.00
99730 - Refuse Collector	14.76
99810 - Sales Clerk	11.77
99820 - School Crossing Guard	9.75
99830 - Survey Party Chief	17.83
99831 - Surveying Aide	11.83
99832 - Surveying Technician	16.21
99840 - Vending Machine Attendant	12.13
99841 - Vending Machine Repairer	14.18
99842 - Vending Machine Repairer Helper	12.13

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HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
U. S. DEPARTMENT OF AGRICULTURE FARM SERVICES AGENCY
SOLICITATION NUMBER: AG-645S-S-08-0003

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

FARM APPLICATIONS SERVICES AND TECHNOLOGY (FAST)
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SOLICITATION NUMBER: AG-645S-S-08-0003

WD 05-2103 (Rev.-4) was first posted on www.wdol.gov on 07/10/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 4
Date Of Revision: 07/05/2007

States: **District of Columbia**, Maryland, Virginia

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

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43

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01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01
01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60
01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79

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12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09

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15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.28
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50

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23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.13
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51
27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40

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28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HF0) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HF0) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HF0) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	

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99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Website at <http://wdol.gov/>.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

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determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

(End of Attachment)

ATTACHMENT E - SUBCONTRACTING PLAN FORMAT

Minimum Goals for Subcontracting Plan

Small Business - 23%

Veteran Owned Small Business (including service disabled and non-service disabled) - 3%

Service Disabled Veteran Owned Small Business - 3%

Women Owned Small Business - 5%

HUBZone Small Business - 3%

Small Disadvantaged Business (including 8a and non-8a) - 10%

8a Contractor - 5%

The offeror's subcontracting plan in accordance with FAR 52.219-9, shall include the following:

(1) In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the

offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

- (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);

- (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will—
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit [Standard Form \(SF\) 294](#), Subcontracting Report for Individual Contracts, and/or [SF 295](#), Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit [SF 294](#) and [SF 295](#).
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (*e.g.*, PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business

concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(End of Attachment)

ATTACHMENT F - PAST PERFORMANCE **QUESTIONNAIRE**

The U.S. Department of Agriculture Farm Service Agency (FSA) intends to acquire information technology support services for the FSA Information Services Technology Division. As part of the procurement process, an increased emphasis is being placed on past performance as a source selection factor.

In order to accurately evaluate the offeror's past performance, your assistance is requested in obtaining and verifying the past performance history of this offeror.

Two forms are provided to complete the evaluation: 1) **Performance Rating Form**; and 2) **Supplemental Comment Form**. Upon completion of this form, please submit it as an e-mailed attachment to Elizabeth Green at Elizabeth.Green@usda.gov. Please make the subject line of the e-mail read "AG-645S-07-0002 (or AG-645S-07-0005) – Past Performance Questionnaire – *Insert Evaluated Company's Name.*"

The following standards shall be used in arriving at the rating.

- | | |
|-----------------------|--|
| Outstanding | <i>Contractor's performance exceeded customer expectations and was technically acceptable, providing significant features or benefits.</i> |
| Satisfactory | <i>Contractor met customer expectations or contract requirements and demonstrated an acceptable understanding of the requirements.</i> |
| Unsatisfactory | <i>Contractor's performance was either marginal or did not meet customer expectations or contract requirements.</i> |
| Other | <i>If the element is not applicable, indicate with "N/A." If no data has been obtained or additional comments are provided, please note in this column.</i> |

<i>Performance Rating Form</i>	
NAME OF COMPANY EVALUATED:	
ADDRESS OF COMPANY EVALUATED:	
CONTRACT NUMBER	CONTRACT PERIOD OF PERFORMANCE
CONTRACT VALUE	CONTRACT TYPE
CONTRACTING OFFICER NAME, ADDRESS, FAX AND TELEPHONE NUMBER, AND EMAIL ADDRESS	
TYPE OF SERVICES PERFORMED (ACTIVITY):	
NAME OF EVALUATOR, COMPANY/AGENCY, ADDRESS, FAX AND TELEPHONE NUMBER AND EMAIL ADDRESS	DATE EVALUATION PROVIDED

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Performance Element	Outstanding	Satisfactory	Unsatisfactory	Other
Technical Performance (Quality of Product or Service)				
1. QUALITY OF TECHNICAL APPROACH (For example: Were the services comprehensive, complete, and feasible? (Met the needs, performed successfully, and accommodated changing requirements.)				
2. UNDERSTANDING OF REQUIREMENTS (For example: Did the contractor show an understanding of the scope of the requirements and an appreciation of the complexity of the requirements? And did the contractor effectively identify flaws, inconsistencies and other inaccuracies in your technical direction?)				
Timeliness of Performance				
3. EFFECTIVE AND EFFICIENT USE OF RESOURCES (For example: Was the contractor able to obtain in a timely manner the amount and type of personnel resources required to support the project, effectively train personnel to perform the work required for the project, and maintain the required workforce throughout the term of the contract?)				
4. TIMELINESS OF PERFORMANCE (For example: Was the contractor successful in planning and proposing realistic schedules, monitoring performance, completing work on time, and implementing corrections/changes in a timely manner?)				
Quality / Customer Satisfaction				
5. QUALITY OF PERFORMANCE/CUSTOMER SATISFACTION (For example: Was the contractor committed to customer satisfaction?)				
6. BUSINESS BEHAVIOR (For example: Was the contractor reasonable and cooperative at the corporate and program levels in response to changes in technical direction, correcting errors, poor performance, criticism/rejection of contract deliverables and other quality issues?)				
7. COMMUNICATION (For example: Did the contractor work and communicate well with contracting officers, contracting officer's technical representatives, end users, other contractors, subcontractors, and in-house staff?)				
Cost Control				
8. COST CONTROL (For example: Was the contractor successful in planning and proposing realistic costs, monitoring performance, operating at or below budget, and implementing corrections/changes in a cost effective manner?)				
FOR #9, PLEASE ANSWER "Yes" or "No", as appropriate	YES		NO	
9. Given the choice, would you do business with this contractor again? Why or Why Not?				

Additional Comment Form

Please provide any additional comments regarding your performance element ratings in the space below. Please add additional pages as necessary.

ATTACHMENT G - PERSONNEL RESUME **FORMAT**

1. Name:
2. Proposed position title and description:
3. Number of employees supervised, subdivided by:
 - a. professional
 - b. clerical
 - c. other (e.g. wage category personnel)
4. Number of months/years the Person has been employed by the Offeror at the proposed position level____.

If less than one year, provide:
 - a. brief description of previous position title held
 - b. number of employees supervised by:
 - (1) Professional
 - (2) Clerical
 - (3) Other
5. Citizenship Status:
6. Education:
 - a. College degree(s)_____ yes no
 - b. If yes, cite degree(s), date received, university, college, other institution conferring the degree, major/minor for each degree cited.

1st degree: _____ degree date received university major/minor
2nd degree: _____ degree date received university major/minor
3rd degree: _____ degree date received university major/minor
 - c. Professional and/or Technical Training (List):

<u>Type of Training</u>	<u>Where Received</u>	<u>Date</u>	<u>Certificate Received</u>
_____	_____	_____	
7. Briefly state why the individual is uniquely qualified for the proposed position.

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8. Relationship of individual(s) to Offeror's firm (e.g., full-time employee, consultant, etc.) and number of years individual has been employed by or worked for the Offeror on any other professional basis.

a. Relationship

b. Number of Years

9. Work history in chronological order.

Name/Telephone

Number of Senior

Official knowledgeable
of Employer Reference

Position, Title/
Type of Work

Company Name,
Period of Employment

10. Experience History. In preparing this portion of the response, Offerors are urged to carefully validate all information provided to assure it is accurate, current, and complete in detail to allow use by the Government in assessing and evaluating each person's qualification to perform the contract work as set forth in Section C. Experience history must provide the following information in chronological order:

- a. Contracts, projects or tasks the person participated in while serving in the same or equivalent capacity as that for which he/she is being proposed, complete with contract number or other identifier, name of customer work was performed for, telephone number and name of senior official cognizant of the person's participation in work cited, dates work performed/completed, employer name, telephone number and contact person for whom the person was supervised by or reported directly to. (Offerors are urged to carefully cross-reference this item with the information provided in item 8 above and item 10 below to the maximum extent possible).
- b. Other work performed outside of the person's organizational affiliation which is directly related to the position for which he/she is proposed (e.g., professional papers published, books written, teaching positions held, etc.).

11. Other factors applicable but not elsewhere requested.

12. On each original resume, the following statement must appear and have the original signature of the individual:

"I (name) , permit (company name) to submit the attached in response to (solicitation #).

Signature/Date

(End of Attachment)