

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 38
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER D11PS18994	6. SOLICITATION ISSUE DATE 04/08/2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Michael McGuire	b. TELEPHONE NUMBER (No collect calls) (703) 964-3622 ext.	8. OFFER DUE DATE/ LOCAL TIME 05/10/2011 2:00 pm	

9. ISSUED BY NBC - Acquisition Services Directorate 381 Elden Street, Suite 4000 Herndon, VA 20170-4817 TEL: (703) 964-3699 ext. FAX: (703) 964-5300 ext.	CODE 00004	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 0.00% FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO See Line Item Extended Description See line item description Attn: No Contacts Identified	CODE 17b	16. ADMINISTERED BY NBC - Acquisition Services Directorate 381 Elden Street, Suite 4000 Herndon, VA 20170-4817	CODE 00004
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17a. CONTRACTOR/OFFEROR No Contractor Information Available	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY GovPay Electronic Invoicing at http://www.govpay.gov e-mail: HelpDesk@govpay.gov Phone: 703-964-8802	CODE govpay
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TELEPHONE NO.	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Michael McGuire	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
	42b. RECEIVED AT <i>(Location)</i>	
	42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	

Line Item Summary	Document Number D11PS18994	Title LRP End of Project Evaluation	Page 3 of 38
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	USDA Local and Regional Food Aid Procurement Pilot Project End of Project Independent Evaluation		0.00		\$ _____	\$ _____
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Please see the attached Statement of Work for a full description.

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This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) subpart 12.6, as supplemented with additional information included in the notice and following the Simplified Acquisition Procedures in FAR Part 13.5. THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; QUOTES ARE BEING REQUESTED AND A WRITTEN SOLICITATION WILL NOT BE ISSUED. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-51.

The US Department of Interior, through its Franchise Fund activity, Acquisition Services Directorate (AQD), is issuing this solicitation, Number D11PS18994 as a Request for Quote (RFQ) on behalf of the US Department of Agriculture (USDA), Foreign Agricultural Services (FAS).

The resultant contract will procure services to provide USDA, FAS with Local and Regional Procurement Pilot Project End of Project Independent Evaluation.

The following provisions and clauses apply to this acquisition: 52.212-1 Instructions to Offerors-Commercial Items; 52.212-2, Evaluation-Commercial Items. 52.212-3 -- Offeror Representations and Certifications -- Commercial Items. Note: quoters shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. 52.212-4 Contract Terms and Conditions-Commercial Items including the following addenda: GovPay Electronic Invoicing Requirements: All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2008)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act". 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders.

The resultant award will be a Firm Fixed Price Contract.

This is a full and open request for quote.

NAICS Code 541690 entitled, "Other Scientific and Technical Consulting Services", applies to this acquisition.

Offerors must submit all technical questions concerning this solicitation in writing by e-mail to the Contracting Officer, mike.mcguire@aqd.nbc.gov. All questions must be received no later than 12:00 PM Eastern Time (ET) on April 18, 2011. Acquisition Services Directorate will answer questions, which may affect offers, in an amendment to the solicitation. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective offerors. The offeror or source of the question will not be referenced when issuing an amendment to the solicitation.

CLOSING DUE DATE: May 10, 2011
TIME: 2:00 P.M. EASTERN TIME (ET)

TO VIEW THE COMPLETE COPY OF THIS COMBINED SYNOPSIS SOLICITATION (including AMENDMENTS), please go to the AQD website <http://www.aqd.nbc.gov/> (and select Business Community, Solicitations, Open Market Solicitations) or copy and paste the following link: <http://www.aqd.nbc.gov/Business/openmarket.aspx>. The Solicitation, Amendments, and any attachments can be found by selecting the Solicitation number: D11PS18994

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SECTION 1 – INTRODUCTION

1.1 GENERAL

This requirement is being issued by the Department of the Interior (DOI)/National Business Center, Acquisition Services Directorate (AQD), under the franchise authority, on behalf of the United States Department of Agriculture (USDA) for the Foreign Agricultural Service (FAS). AQD is issuing this Request for Quote (RFQ) for the purpose of entering into a contract using Part 12.6 and 13.5 of the Federal Acquisition Regulation.

1.2 SUBMISSION OF QUESTIONS

Questions related to this RFQ package must be an electronic copy in Microsoft Word submitted, no later than **12:00 P.M. current Eastern Time, Monday 18 April 2011**, to the Contracting Officer at the email address specified herein.

Please email questions to Michael McGuire at Mike.McGuire@aqd.nbc.gov by the date and time specified above.

Anticipated Award Type

The Government anticipates an award of a Firm Fixed Price contract as a result of this Request for Quote (RFQ). However, the Government may consider other proposed types if determined appropriate. The Government may issue multiple awards if determined appropriate.

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SECTION 2 – Statement of Work

Attachment 0002: USDA Local and Regional Food Aid Procurement Pilot Project End of Project Independent Evaluation

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SECTION 3 - GENERAL CONTRACT TERMS AND CONDITIONS

3.1 GOVPAY ELECTRONIC INVOICING REQUIREMENTS

All payment requests must be submitted electronically through GovPay. "Payment Request" means any request for contract financing payment or invoice payment by a Contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2008)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at www.govpay.gov. This web site includes user manuals, training resources, instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 15 MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the Contractor information in the Central Contractor Registration (CCR) database as one of the components for validating Contractor registration. It is the responsibility of the Contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review the CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at <http://www.ccr.gov>

3.2 GOVERNMENT HOLIDAYS

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc) Presidential funerals or any other unexpected government closures.

3.3 Payment for Unauthorized Work

No payments will be made for any unauthorized supplies and/or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

3.4 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

CPARS is used to assess a contractor's performance and provide a record, both positive and negative, on a given contract during a specific period of time. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of contractor performance. Both government and contractor program management perspectives are captured on the CPAR form and together make a complete CPAR. Once the Assessing Official completes the proposed assessment for the period of performance, the

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CPARS is released to the appropriate Government Contractor Representative for their review and comments. User ID and Password will be provided to the designated Government Contractor Representative upon issuance of a contract. The contractor has 30 days after the Government's evaluation is completed to comment on the evaluation. The Government Contractor Representative must either concur or non-concur to each CPAR. If the contractor concurs with the proposed assessment and the Reviewing Official does not wish to see the CPAR, the Assessing Official may close out the CPAR. Otherwise, they must forward the CPAR to the Reviewing Official for them to review, enter comments if appropriate, and close out. The Reviewing Official may at their option direct the Assessing Official to forward every CPAR to them for review.

3.5 SECTION 508 COMPLIANCE REQUIREMENTS

Any/all electronic and information technology procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

3.6 PERSONNEL REQUIREMENTS

3.6.1 Key Personnel Definition

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes were submitted and marked by the vendor as "Key Personnel". No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment. Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below.

3.6.2 Substitution of Key Personnel

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COTR and the Contracting Officer at least twenty-five (25) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. The COTR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

3.6.3 Key Personnel Designation

The contractor shall designate a single Key Person to lead the tasks identified in the Statement of Work. The Key Person shall be available to the COTR via telephone and/or onsite during working hours of 8:00 – 5:00 EST and shall respond to the COTR within 1 business day of notification for discussion and resolution of problems.

3.6.4 Contractor Personnel

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The contractor shall provide necessary and sufficient personnel to accomplish all the services within the time frames specified in this contract. Contractor personnel shall be trained, qualified, and certified under the requirements specified in this contract, and be given full knowledge of the requirements of this contract before starting work. The contractor shall assure adequate office coverage, excluding Government holidays. The contractor will provide staff for emergency support whenever deemed necessary by the COTR. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work. Resumes submitted for employees assigned to perform under this statement of work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

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3.7 AUTHORITY TO OBLIGATE THE GOVERNMENT

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

3.8 Release of Information

The contractor will provide to the COTR and other authorized Government representatives, all contractor-generated technical records, reports, files, and other documentation during the performance of this contract. The contractor will obtain approval from the COTR before releasing any information, regardless of media.

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this effort or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer.

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this effort without prior written approval from the Contracting Officer.

The Contractor is prohibited from releasing to any source, other than the sponsoring activity, any interim, draft and final reports or information pertaining to services performed under this contract until report approval or official review has been obtained. Furthermore, the contractor shall insure that the cover of all interim, draft and final reports contain the following statement: "The view, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Government position, policy or decision, unless so designated by other documentation."

3.9 Miscellaneous

All contractor-generated technical records, reports, files, and other documentation created in the performance of this contract will be considered to be property of the Federal Government. At the end of this contract, the Government may require the contractor to return any and all documentation created in performance of this contract back to the Government or require the contractor to destroy the records.

3.10 Disclosure of Information

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

3.11 Hardware & Software

The contractor may use either Government-furnished or contractor-provided hardware and software, whichever allows for the more efficient completion of the work assignment.

The contractor shall use software that meets FAS guidelines. The contractor shall at all times maintain compliance with current FAS IT Team standards, which may change over the course of this contract.

3.12 Data, Data Rights and Computer Software

Notwithstanding any other clause concerning data, data rights and computer software and hardware under this

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contract, all data and source code produced, recorded, transferred or manipulated under this contract will remain the exclusive property of the Government, irrespective of the manner or method of recording or storage and no matter what form of computer mechanism is used in the processing of said information or data. The Government will retain exclusive rights and domain over any by-product produced under this contract, or any other use of the data produced under this contract by either plan or accident.

3.13 Limited Use of Data

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

3.14 SECURITY REQUIREMENTS

The contractor will comply with the requirements of the Agency's computer security program and all other applicable Federal laws, regulations and standards.

Any information made available in any format will be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. The contractor will obtain the COTR's approval before releasing any information, regardless of media.

The contractor will follow personnel security requirements as set forth by FAS. The contractor will have its staff complete questionnaires or other forms as required for security purposes. The contractor will ensure that its employees observe and comply with all FAS IT security policies.

When a contractor employee no longer requires access to the FAS local area network and/or email system, the contractor will notify the COTR by the close of business that day. If an employee is fired or leaves the contract or company under adverse conditions, the contractor will notify the COTR immediately before the employee is removed. If the removal is unplanned, the contractor will notify the COTR immediately after dismissing the employee to allow the Government to terminate all access to the building and to all FAS systems and accounts.

3.14.1 Physical Security

The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

3.15 CONTRACTOR INTERFACES

The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

The Government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. Any Contracting Officer's Technical Representatives (COTR) of other

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efforts shall be included in any establishment of conventions.

3.16 Contractor Employees

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees by wearing a Security Identification Badges at all times while on Government premises. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are government employees.

3.17 Meetings, Conferences, and Briefings

The contractor shall participate in Contracting Officer and/or COTR directed meetings, conferences, and briefings. Contractor staff will be required to attend meetings to discuss ongoing or future projects and to contribute technical information as needed. These meetings may be called anytime by the Government, and may require the involvement of the contractor with other staff under contract to FAS or servicing FAS or the Department when technical exchange of information is required.

3.18 Quality Assurance

The COTR will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COTR will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by COTR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

3.19 Administrative Considerations

3.19.1 CORRESPONDENCE

To promote timely and effective administration, correspondence shall be subject to the following procedures:

- a) Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Representative (COTR) with an information copy to the Contracting Officer (CO) and the Contract Administrator (CA).
- b) All other correspondence, including invoices, (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the Contracting Officer with an information copy to the COTR.

3.19.2 POINTS OF CONTACT

3.19.2.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

Will be assigned at time of award.

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(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

3.19.2.2 CONTRACTING OFFICER

The Contracting Officer (CO) for this effort is as follows:

Department of the Interior
Acquisition Services Directorate
ATTN: Michael McGuire,
381 Elden Street, Suite 4000
Herndon, Virginia 20170-4817
Office: 703-964-3622; email Mike.McGuire@aqd.nbc.gov

3.20 ORGANIZATIONAL CONFLICT OF INTEREST

The effort to be performed by the contractor under this contract includes USDA Local and Regional Food Aid Procurement Pilot Project End of Project Independent Evaluation. Consequently, performance of this contract

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creates potential organizational conflicts of interest such as are contemplated by Federal Acquisition Regulation (FAR) 9.505. It is the intention of the parties that the contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. The contractor shall not employ any person who is an employee of the United States Government if that employment would, or could appear to, cause a conflict of interest.

Commercial Provisions

52.252-1 SOLICITATIONS PROVISIONS INCORPORATE BY REFERENCE 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/these address(es): <http://acquisition.gov/far/index.html>; <http://farsite.hill.af.mil/vffara.htm>

(End of provision)

Provision	Title	Date
52.212-01	Instructions to Offerors--Commercial Items	June 2008

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS APRIL 2011

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“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.

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(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 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 size standards in this solicitation.

“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. 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 or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which 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.

“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.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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.

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.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, or is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, or is not a veteran-owned small business concern.

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(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It * is, * is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It o has, o has not 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

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that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) 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: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

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

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20%20U.S.C. 1352>). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror 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 his or her behalf in connection with the award of any resultant contract. 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.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____

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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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 Federal, state or local government 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, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer

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must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a

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monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) 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.

(4) 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 _____

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(5) Common parent.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.217-5 EVALUATION OF OPTIONS

JULY 1990

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLAINE REPORTS

FEB 1999

The offeror represents that—

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

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

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

(End of provision)

Commercial Clauses

52.252-2 CLAUSES INCORPORATED BY REFERENCE

FEB 1998

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

(End of clause)

Clause	Title	Date
52.212-04	Contract Terms and Conditions – Commercial Items	June 2010
52.227-14	Rights in Data – General	Dec 2007

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS

APRIL 2011

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

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

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C.

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6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

__ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

__ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (9) [Reserved]

__ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-6.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

__ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

X (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

X (13)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (15) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (18) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

__ (20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

__ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

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 (22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

 X (23) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 (24) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

 X (25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 X (26) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

 X (27) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

 X (28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

 X (29) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

 X (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

 X (31) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

 (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

 (34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

 (ii) Alternate I (Dec 2007) of 52.223-16.

 X (35) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Sep 2010) (E.O. 13513).

 (36) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

 (37)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

 (ii) Alternate I (Jan 2004) of 52.225-3.

 (iii) Alternate II (Jan 2004) of 52.225-3.

 (38) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 (39) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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X (44) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (45) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (46) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (47) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

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- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES

NOV 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

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52.217-9 OPTION TO EXTEND THE TERM OD THE CONTRACT MAR 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days beore 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 2 years.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APRIL 1984

Funds are not presently available for performance under this contract beyond 30 September 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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SECTION 4 - QUOTATION PREPARATION INSTRUCTIONS

4.1 QUOTATION PREPARATION INSTRUCTIONS

In order to participate under this acquisition Contractor's must submit a Technical and Price submission related to the requirements identified herein. The Technical must be a separate volume from the price and both must be sent via electronic mail directly to the Contracting Officer.

The following information must be submitted in order to be considered for award:

1. Provide pricing as instructed in Section 4.2.2, Pricing Submission;
2. Submit a written technical quote not to exceed 30 pages, which includes a detailed description of the offeror's approach;
3. Submit information requested in Section 4.2.1 for Past Performance (see Attachment 1),

The failure to submit any of the information requested in this RFQ may lead to the rejection of your quotation without further discussion.

4.2 SUBMISSIONS

4.2.1 TECHNICAL SUBMISSION: The Technical Submission is limited in length to thirty (30) pages, exclusive of the qualifications of key personnel, and past performance. Any pages in excess of 30, exclusive of the qualifications of key personnel, and past performance, will not be evaluated. Your submission will use 12 point font size (any style), single spaced, single sided, 8.5x11 paper.

In addition to the topics specified herein, the technical submission may address any other topics considered to be pertinent to demonstration of the knowledge, competence, and capability to complete this requirement. The quote package should be in the form of a detailed written quote describing how the work will be performed and who will perform the work.

Contractors shall provide a technical quote that addresses the following:

- (A) Personnel Qualifications
- (B) Management Approach and Technical Capabilities
- (C) Organizational Capability
- (D) Past Performance

A. Personnel Qualifications

1. The currency, quality and depth of experience of individual personnel in working on similar projects. Similar projects must convey similarity in topic, dollar value, workload, duration, and complexity.
2. Technical expertise of proposed personnel as discussed in the Statement of Work.

B. Management Approach and Technical Capabilities

The offeror's quote shall provide a detailed description of how the scope of work will be fulfilled. The technical quote must include, but is not limited to:

1. Demonstrated understanding of USG food security programs, LRP methodologies and other relevant issues.
2. Plan for gathering primary and secondary data (i.e. previous reports, PVO field visits, etc.)
3. Plan for conducting statistical analysis of the compiled data.
4. Detailed work plan.

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C. Organizational Capability

1. Evidence that the organization has current capabilities for assuring performance of this requirement. Evidence of supporting subcontractors, consultants and business partners will be considered.
2. Appropriate mix and balance of education and training of team members.
3. Evidence that the organization has knowledge of and experience with food assistance programs.

D. Past Performance

The offeror's proposal should include detailed descriptions of previously completed projects that are similar in terms of technical requirements, scope and audience. Organizational Past Performance References will be checked for the offerors who reach the Best and Final Offerors (BAFO) stage of the proposal evaluation process.

1. The organizations history of successful completion of projects; history of producing high-quality reports and other deliverables; history of staying on schedule and within budget.
2. The quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients.
3. The organization's specific past performance on prior similar efforts specified within this SOW.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success for the required effort. Offerors with no relevant past performance history will not be evaluated favorably or unfavorably on past performance. The Government may also consider information obtained through other sources.

Additionally, the Offeror shall ensure that the Past Performance Inquiry (Attachment #001) will be completed by three (3) separate customers and returned by the customers to the Contracting Officer via email no later than the closing date of the RFQ. Past Performance information received after the RFQ closing date will not be considered by the Government.

4.2.2 PRICE SUBMITTAL

GENERAL REQUIREMENTS: Your price portion shall be a separate volume from the technical portion. The Contractor shall propose a pricing structure in accordance with their proposed technical solution.

SPECIFIC REQUIREMENTS: Contractors should provide the labor categories and labor mix appropriate for their proposed solution to meet the requirements of this effort, a description of the skills and experience per task, and the fixed price hourly rate(s) proposed, and any other proposed associated costs, for calculating the proposed cost for this effort. The price submission must have a total estimate for the entire period of performance. Your price portion must clearly identify your basis of estimate for the entire period of performance for this effort.

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As a result of this acquisition, the Government anticipates awarding a Firm Fixed Price contract. The Government anticipates a competitive response from industry in response to this RFQ.

The government requests a discount for the base period and all options. If a discount is provided each vendor shall indicate the non-discounted rate, the proposed percentage of discount and the discounted rate.

The vendor shall also provide a listing of all anticipated other direct costs (ODC's), travel costs and G&A rates on travel. Note G&A may only be applied to travel and shall not be applied to ODC's. The G&A will be set and fixed at the rate proposed at time of award for base and all option periods. This G&A will not be subject to change.

4.2.3 ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

Offerors must submit, under separate cover, all (if any) assumptions, conditions, or exceptions with any of the contractual, technical, and/or cost/price terms and conditions of this RFQ. These assumption, conditions or exceptions do not count toward the page limit of the technical proposal. If not noted in this section of your quote, it will be assumed that the offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the offeror's submission.

4.3 METHODS OF QUOTATION DELIVERY

Quotations must be submitted through email to Mike.McGuire@aqd.nbc.gov, by the date and time specified in Section 4.4. Due to size limitation, emails must be limited to 3 MB each. Multiple emails will be accepted. Late quotations will not be accepted.

Please be advised that it is the offeror's responsibility to assure the Government receives your submission on or before the specified due date.

4.4 QUOTATION DUE DATE & TIME

Quotations submitted in response this RFQ shall be received by the due date and time established herein. **Quotations shall be received no later than 2:00 P.M. current Eastern Time, Tuesday 10 May 2011, in order to be considered for award. Any submissions received after the date and time specified herein will NOT be considered for award.**

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SECTION 5 - EVALUATION OF QUOTATIONS

5.1 GENERAL INSTRUCTIONS

Quotes shall be prepared in accordance with and comply with the instructions in Section 4. The technical submission will be evaluated separately from the price. Each submission will be evaluated against the evaluation factors listed below.

5.2 DISCUSSIONS/AWARD WITHOUT DISCUSSIONS

The Government reserves the right to award without discussions, so it is in your best interest to include your most favorable terms in your initial submission. However, the Government reserves the right to conduct discussions and to permit offerors to revise their submissions.

As stated above the Government reserves the right to make an award without discussions, except for clarifications as described herein. Any exceptions or deviations by the offeror to the terms and conditions stated in this RFQ for inclusion in the resulting award may make the offer unacceptable for award without discussions. If an offeror proposes exceptions to the terms and conditions of these requirements, the Government may make an award, without discussions, to another Offeror that did not take exception to the terms and conditions, if such offeror is determined to be the best overall value for this effort.

Clarifications are limited exchanges with offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

5.3 BASIS FOR AWARD

Award shall be made to the responsible Offeror whose offer, in conforming to this RFQ, provides an overall best value to the Government, technical and all other evaluation factors, and price considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a realistic and reasonable cost. Technical and other evaluation factors are more important than price. However, between submission that are evaluated as technically equal in quality, cost will become a major consideration in selecting the successful Offeror.

The Government reserves the right not to make an award, if in the opinion of the Government none of the submissions would provide satisfactory performance at a cost that is considered fair and reasonable and/or economically feasible.

5.4 EVALUATION FACTORS FOR AWARD

A best value to the Government source selection that considers Personnel Qualifications, Management Approach and Technical Capabilities, Organization Capability, Past Performance and price factors will be used to select the contractor. In the determination of best value, the Government may perform some trade-offs, such as price-technical trade-off analysis based on significant difference between quotes. Although the evaluated price to the Government is an element to be taken into consideration in the overall integrated assessment of the quote, the technical evaluation factors taken as a group are significantly more important than price.

A. Personnel Qualifications

1. The currency, quality and depth of experience of individual personnel in working on similar projects. Similar projects must convey similarity in topic, dollar value, workload, duration, and complexity.
2. Technical expertise of proposed personnel as discussed in the Statement of Work.

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B. Management Approach and Technical Capabilities

The offeror's quote shall provide a detailed description of how the scope of work will be fulfilled. The technical quote must include, but is not limited to:

1. Demonstrated understanding of USG food security programs, LRP methodologies and other relevant issues.
2. Plan for gathering primary and secondary data (i.e. previous reports, PVO field visits, etc.)
3. Plan for conducting statistical analysis of the compiled data.
4. Detailed work plan.

C. Organizational Capability

1. Evidence that the organization has current capabilities for assuring performance of this requirement. Evidence of supporting subcontractors, consultants and business partners will be considered.

2. Appropriate mix and balance of education and training of team members.

3. Evidence that the organization has knowledge of and experience with food assistance programs.

D. Past Performance

The offeror's proposal should include detailed descriptions of previously completed projects that are similar in terms of technical requirements, scope and audience. Organizational Past Performance References will be checked for the offerors who reach the Best and Final Offerors (BAFO) stage of the proposal evaluation process.

1. The organizations history of successful completion of projects; history of producing high-quality reports and other deliverables; history of staying on schedule and within budget.

2. The quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients.

3. The organization's specific past performance on prior similar efforts specified within this SOW.

5.5 PRICE

Your price quote shall be a separate volume from your technical quote. The price quote is to be submitted as a Firm Fixed Price quote.

The price quote will be evaluated separately from the technical quote. Evaluators will consider whether the price adequately reflect an understanding of the project.

Offerors are placed on notice that any quotes which are unrealistic in terms of technical approach or unrealistically low in cost(s) and/or price may be deemed reflective of an inherent lack of technical competency or indicative of failure to comprehend the complexity of the requirements and may be grounds for the rejection of the submission.

The Offeror is expected to quote a reasonable price. An evaluation of the contractor's price quote will be made to determine if it is reasonable for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the technical proposed solution.

Each price quote will be assessed to identify potential risk. Price risk refers to any aspect of an Offerors quote which could have significant negative cost/price consequences for the Government. Where risk is assessed it may be described in qualitative terms or used as a best-value discriminator.

ATTACHMENT ONE - PAST/PRESENT PERFORMANCE QUESTIONNAIRE

WHEN FILLED IN THIS DOCUMENT IS SOURCE SELECTION SENSITIVE IAW FAR 3.104

SECTION 1: CONTRACT IDENTIFICATION

A. Contractor: _____

B. Contract number: _____

C. Contract type: _____

D. Was this a competitive contract? Yes _____ No _____

E. Period of performance: _____

F. Initial contract cost: \$ _____

G. Current/final contract cost: \$ _____

H. Reasons for differences between initial contract cost and final contract costs:

I. Description of service provided:

SECTION 2: CUSTOMER OR AGENCY IDENTIFICATION

A. Customer or agency name:

B. Geographic description of services under this contract, i.e. local, nationwide, worldwide, other Commands:

SECTION 3: EVALUATOR IDENTIFICATION

A. Evaluator's name and title:

B. Evaluator's phone/fax number:

C. Number of years evaluator worked on subject contract: _____

SECTION 4: EVALUATION

Please indicate your satisfaction with the contractor's performance by placing an "X" in the appropriate block using the scale provided to the right of each question. This scale is defined as follows:

CODE PERFORMANCE LEVEL

- O OUTSTANDING - The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example to others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".
- E EXCELLENT – The contractor has substantially exceeded the contract performance requirements.
- G GOOD – There are no, or very minimal issues and the contractor has met the contract requirements.
- F FAIR – Overall compliance requires minor agency resources to ensure achievement of contract requirements.
- P POOR – Overall compliance requires significant agency resources to ensure achievement of contract requirements.
- U UNSATISFACTORY – Non-conformances are jeopardizing the achievement of contract requirements, despite use of agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
- N NOT APPLICABLE - Unable to provide a score.

Quality of Product or Service	O	E	G	F	P	U	N
Ability to understand/comply with customer objectives and technical requirements							
Effectiveness of assigned personnel in terms of the appropriate mix of education and experience to accomplish the requirement.							
Adequacy/effectiveness of quality control program							
Quality/effectiveness of sub-contracted efforts							

Program Management, Timeliness of Performance & Business Relations	O	E	G	F	P	U	N
Effectiveness of overall contract management (including ability to effectively lead, manage and control the program)							
Timeliness/effectiveness of contract problem resolution without extensive customer guidance							
Ability to successfully respond to emergency and/or surge situations							
Effectiveness of material management (including Government Furnished Property or Material)							
Contractor proposed alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the customer							
Contractor implemented responsive/flexible processes to improve quality and timeliness of support.							
Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes)							

Transition/Phase-in & Employee Retention/Attraction	O	E	G	F	P	U	N
Contractor ability to smoothly transition resources and personnel.							
Contractor effectiveness on maintaining continuity of mission support while transitioning/phasing in resources and personnel to support other efforts.							
Ability to hire/apply a qualified workforce to this effort.							
Ability to retain a qualified workforce on this effort.							

Cost Control	O	E	G	F	P	U	N
Accuracy in forecasting contract costs							
Ability to meet forecasted costs and perform within contract costs							
Ability to alert Government of unforeseen costs before they occur							
Sufficiency and timeliness of cost reporting							

Government Contracts Only: has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations?

Yes ___ Default ___ Convenience ___ Pending Terminations ___
 No ___

If yes, please explain (e.g., inability to meet cost, performance, or delivery schedules, etc).

SECTION 5: NARRATIVE SUMMARY

What were the contractor's greatest strengths in the performance of the contract?

What were the contractor's greatest weaknesses in the performance of the contract?

Would you hire this contractor in the future to perform one of your critical and demanding programs?

Please provide any additional comments concerning this contractor's performance, as desired.

Evaluator's Signature

Date

Thank you for your prompt response and assistance!

Please return this completed questionnaire to:

Email Address: Mike.McGuire@aqd.nbc.gov or fax to (703) 964-8490, Attention: Michael McGuire
RFQ D11PS18994