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. 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) 2005-26.

The US Department of Interior, through its Franchise Fund activity, Acquisition Services Directorate (AQD), is issuing this solicitation, Number 1406-04-08-CS-20974 as a Request for Quote (RFQ) on behalf of the US Department of Agriculture, Risk Management Agency (RMA).

This Order will procure services to provide USDA, Risk Management Agency with a grain sorghum pricing methodology that is transparent and replicable.

The resultant awards shall be Firm-Fixed-Price (FFP).

THE GOVERNMENT IS REQUESTING QUOTES AND INTENDS TO AWARD A TASK ORDER TO INSTITUTIONS OF HIGHER LEARNING THAT CAN PERFORM THE WORK WITHIN THE STATEMENT OF WORK.

NAICS Code 524298 entitled, "All Other Insurance Related Activities"

Product Service Code B599 entitled, "Other Special Study & Analyses"

CLOSING DUE DATE: 15 September 2008
TIME: 11:00 A.M. EASTERN TIME (ET)

PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE:

FAR 52.202-1 "Definitions" (July 2004)
FAR 52.204-4 "Printed or Copied Double-Sided on Recycled Paper" (Aug 2000)
FAR 52.212-1 "Instructions to Offerors" (Provision). See addendum, attached.
FAR 52.212-3 "Offeror-Representations and Certifications – Commercial Items (June 2008)
FAR 52.212-4 "Contract Terms and Conditions – Commercial Items" (Feb 2007)
FAR 52.212-5 "Contract Terms and Conditions Required to Implement Statues Or Executive Orders-Commercial Item" (June 2008)
FAR 52.227-17 "Rights in Data-Special Works" (Dec 2007)

EVALUATION OF QUOTES:

(a) The Government will award an Order resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. In accordance with the procedures in FAR 13.106-2, all offers will be evaluated based upon the criteria included in this solicitation. Although not required, the Contracting Officer reserves the right to conduct discussions with only those Offeror's whose quotes have been determined to be the most highly rated. For those offers deemed the most highly rated, the Government may request revised quotes. It should also be noted that if the Contracting Officer determines that the number of acceptable quotes exceeds the number at which an efficient evaluation can be conducted, the Contracting Officer reserves the right to limit the number of quotes to the greatest number that will permit adequate competition among the most highly rated quotes.

The technical quote will be evaluated against the Statement of Work and the stated evaluation criteria. The Government shall use a Tradeoff Evaluation Method using Adjectival Ratings to evaluate the Technical Approach and Past Performance. Adjectival ratings shall be assigned to each evaluation criteria. A final consensus adjective rating will be generated as the evaluations are near completion. In the event quotations are evaluated as technically equal, price will become a major consideration in selecting the successful Offeror. The evaluation rating and standards that shall be used in evaluating the technical quote are included with the solicitation attachment titled "Past / Present Performance Questionnaire."

Evaluation will be conducted by the Technical Evaluation Panel (TEP), consisting of RMA officials and the Contracting Office. The TEP will make a final recommendation to the Contracting Officer; who will have the final determination on the award.

The following factors shall be used to evaluate offers (in descending order of importance):

Technical Approach:

This factor evaluates the Offeror's Technical Approach on how the offeror would develop and recommend a pricing methodology for grain sorghum that better reflected the actual price at time of harvest that would be transparent and replicable.

Past Performance:

On this factor the Government will evaluate the quality of previous work products the Offeror and its key personnel have produced. Offerors that combine greater professional competence with a demonstrated ability to deliver consistently high quality products will receive a higher evaluation. Aspects to be considered include the customer's perspective on:

- Usefulness and value of the services and products delivered (e.g., recommendations in previous work products were generally adopted);
- The key objectives and initial intent of the contracts were met (customer expectations);
- Previous work products contained relatively few substantial deficiencies, and the requested corrections were quickly and correctly made or satisfactorily explained; and
- Previous work products contained detailed, logical, and insightful analysis and recommendation, use of appropriate statistical methods, insight into potential program vulnerabilities, etc.

In the event the Offeror does not have any past performance evaluations, they will be assigned a neutral rating for this section.

Price Evaluation:

Overall, the Government considers price less important than the above technical factors on this solicitation. But as technical quotes approach parity, price will become more important. Notwithstanding this, the realism of quoted prices will be evaluated as a reflection of the offeror's understanding of the

requirements. The quoted prices will be evaluated separately but in conjunction with the technical quoted elements. A quoted price that is considered by the Government to be too low to accomplish the proposed technical approach may constitute a potential performance risk to the Government in terms of quality and ability to meet delivery schedules.

The following additional provisions, clauses, and documents apply to this acquisition and are included in documents applicable to this solicitation, which are available to view at: http://govworks.gov/vendor/csolicit.asp

A. Statement of Work
B. FAR 52.217-08 "Option to Extend Services" (Nov 1999)
C. P05-05 GovPay E-Invoicing
D. Organizational Conflict of Interest Certification

The full text of the FAR provisions and clauses are available at: http://www.arnet.gov/far/ or http://farsite.hill.af.mil.

Offerors must submit Technical, Past Performance and Price Quotes in separate volumes, via email to the Contracting Officer by the closing date and time specified within this solicitation. Offerors are advised that failure to submit a response by this date and time may result in their quotation not being considered. Offerors are advised that they are responsible for reviewing all provisions and clauses and fully reading this solicitation prior to submitting their quotes.

NOTE: Due to email server and pipeline limitations, please limit the size of each email with attachments to 3MB.

If the Offeror does not have access to email, offers must be mailed to:

Attn: Donald Abamonte/Melissa Onyszko
NBC/Acquisition Services Directorate (AQD)
381 Elden Street, Mail Stop Suite 4000
Herndon, VA 20170

Please be advised that Acquisition Services Directorate is located in a secure building. If offers are hand delivered, please ensure the courier is instructed to use the courtesy phone in the rear of the lobby (to the right of the elevators) to call the Point of Contact listed above on phone no. (703) 964-3645. A staff member will meet the courier to receive the submittal.

If you have questions regarding this solicitation, please submit your inquiries immediately via email but not later than 11:00 A.M. Eastern Time 11 September 2008 to Donald.abamonte@aqd.nbc.gov. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective Offerors.

52.212-1 Addendum

INSTRUCTIONS TO OFFERORS

Offerors may submit multiple quotes in response to the solicitation. Each quote will be evaluated on its own merit and contents.

Quotations shall consist of written Technical and Price quote.

Offers must include the following:

1. Tax Identification Number (TIN)
2. Dun & Bradstreet Number (DUNS)
3. North American Industrial Classification System (NAICS) Code
4. Product Service Code (PSC)

Offeror's must also ensure that their firm is registered with the Central Contractor Registration (CCR). For information, refer to http://www.ccr.gov.

All Offeror's quotation shall cite the RFQ Order Number and project description. The quotation shall also list the Offeror's point of contact for this project including name, title, address, phone number, and email address on the title page of each volume.

All Offeror's must submit with their quotes, a completed Offeror Representations and Certifications - Commercial Items (FAR 52-212-3) form. If the Offeror's Representations and Certifications are registered on the ORCA website, it must be indicated in the offer.

The Offeror's written quotation shall be submitted in three (3) separate volumes: Technical, Past Performance, and Pricing. The Offeror shall only include pricing information in the Pricing volume.

In response to this solicitation, offerors shall submit a technical quote that contains their proposed solution(s) to the SOW objectives. The technical quote shall include:

Technical Approach, containing a technical discussion covering the following points:

> An explanation how the offeror would develop and recommend a pricing methodology for grain sorghum that better reflected the actual price at time of harvest that would be transparent and replicable.

Past Performance: The offeror will submit the following information with regards to past performance for similar work performed:

- A list of three (3) references for contracts performed within the last three (3) years for the Federal Government and/or commercial customers that demonstrate recent and relevant past performance for the type of work described in this Statement of Work.
- Include the following information:
    - Project title and description;
    - Contract number, type of contract, and amount;
    - Government agency or organization;

- COTR's name, address and telephone number;
- Current status; (e.g. completed and/or if in progress, start and estimated completion dates.)
- Key personnel; and (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)
- A brief narrative of why you deem the reference to be relevant to this effort and the SOW paragraph to which the reference applies;
- Discussion of any problems encountered and how these problems were resolved.

Note: The government may also consider information obtained through other sources, including the Past Performance Information Retrieval System (PPIRS). Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort. Offerors must send Client Authorization Letters to all sources of past performance referenced in their quotes. A copy of this Client Authorization Letter must be submitted in the Past Performance volume.

Technical Quote Format:

Technical quotes are limited to 20 pages, on standard letter-size paper. All pages shall have a minimum of a 1-inch margin on the top, bottom, left, and right. Page numbering, offeror identification, and disclaimers may be placed in the 1-inch margin. Font size shall be no smaller than 10-point. The 1-inch margin required for text pages is not required for foldouts. Electronic versions of the quote shall be submitted in Microsoft Word™, Excel™, and Project™, as appropriate. The number of copies to be submitted, to which location, and in what form shall be as directed by the Request for Quote (RFQ). The Government will not count the following documents toward the 20-page limit:

- Charts, Tables and Graphs (when on separate pages);
- Examples of existing reports on climate change of insurance, and climate change models on insurance agreements;
- Letter of Transmittal (cover letter);
- Title Pages;
- Divider Pages;
- Table of Contents; and
- List of Exhibits

No Price or Cost data should be in the Technical Quote.

Price Quote:

The Price and Cost (Business) Quote shall be separate from the technical quote and must include a price breakdown which includes not only the total contract price but also shows the labor categories and charges, other direct costs, travel expenses and miscellaneous or material costs for deliverables in order to facilitate the Government's assessment of cost realism and performance risk.

The price/cost quote must include the following:

- Prices for all work identified in this solicitation, along with labor categories and charges, other direct charges, travel expenses and methodology for determining travel costs, and other direct costs shall be shown for the deliverables in order to facilitate the Government's assessment of cost realism and performance risk.

- Subcontractors, Consultants, and Subject Matter Experts (SME's): Each offeror's written price/cost quote shall contain the following information for each subcontractor, consultant, and SME that will provide work under this quote:

  - Name of the company or individual;
  - Type of work, hourly rate, and number of hours;
  - Total cost to the Government

ORGANIZATIONAL CONFLICT OF INTEREST

a) It is the intent of this Agency to avoid awarding Contracts that could create potential conflicts of interest. Such a situation could occur in the execution of this Contract when the Contractor or any subcontractors are involved with adjusting claims or selling policies of the Federal Crop Insurance Corporation (FCIC) crop insurance programs related to this Contract or receives other funding or benefits from insurance providers that currently conduct crop loss adjustment or sales of this program; or, if the Contractor or any subcontractors participated substantially in the development or maintenance of the crop insurance program related to this Contract. Such interests bias a Contractor's judgment, either negatively or positively and thus impede the Government's objective of obtaining an unbiased, technically sound performance of the work.

b) Potential conflicts of interest could also occur in the execution of this Contract when the Contractor or any subcontractors have an agreement or employment arrangement in effect with another Offeror under this solicitation or another Contractor having an active contract with the Risk Management Agency. Such interests bias a Contractor's judgment, either negatively or positively or result in an unfair advantage and thus impede the Government's objective of obtaining an unbiased, technically sound performance of the work.

c) Prior to the commencement of any work, the Contractor agrees to notify the Contracting Officer that to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the Contractor may have.

d) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure, in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or quoted to take, after consultation with the Contracting Officer to avoid, mitigate, or neutralize the actual or potential conflict of interest.

e) Remedies- Acquisition Services Directorate may terminate this Contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential

organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it; or misrepresented relevant information to the Contracting Officer, the Government may terminate the Contract for default, debar the Contractor from Government contracting or pursue such other remedies as may be permitted by law or this Contract.

f) The Contractor shall include this clause, including this paragraph in all subcontracts and consultant agreements provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

g) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jun 2008)

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

(2) 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:

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

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business 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.

___ (6) (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.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(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.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(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.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

_X__ (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

_X__ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X__ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

_X__ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

_X__ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

_X__ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

___ (ii) Alternate I (Aug 2007) of 52.222-50.

___ (25) (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)).

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (27) (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.

___ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (29) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

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

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

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 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)).

___ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (40) (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:

[*Contracting Officer check as appropriate.*]

___ (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) (Nov 2006)(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 (Feb 2002)(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 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of $1 Coin (Aug 2007)(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(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 $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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.)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(x) 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.

FAR 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 _30 day before expiration of this award.

(End of Clause)

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 2003)". 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, and instructions for registration and contact information for the GovPay
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 4MB 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 their CCR information to ensure the most current information is available for GovPay.help desk for additional support. All users can access reports on the status of their invoices. 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.

ATTACHMENT A

In order to avoid an organizational conflict of interest and attempt to ensure an objective and unbiased evaluation, anyone who at the time of the Contractor's submission of an offer or any time thereafter is employed or has a funding arrangement to accomplish work for any insurance provider who currently conducts crop sales or maintenance of the program polices or is employed or has funding agreements with various Grain Sorghum producers, shall not be eligible to participate in the performance of this Order as a prime Contractor or subcontractor.

In addition to the statement above, the Offeror shall certify if any potential OCI exists and disclose of any OCI. The following provision will be included in the solicitation:

The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the Offeror is aware of information bearing on whether a potential conflict may exist, the Offeror shall provide a disclosure statement as indicated below.

If the Offeror IS NOT aware of any information bearing on the existence of any potential organizational conflict of interest, the Offeror must complete the following certification below:

Organizational Conflict of Interest
CERTIFICATION STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest or activity (financial, sale/resell or otherwise) that relate to the proposed work and bear on whether I have (or the organization, or anyone employed by the organization, has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice or (2) being given an unfair competitive advantage.

SIGNATURE: *DATE:*
NAME: *ORGANIZATION:*
TITLE:

If the Offeror IS aware of any information bearing on the existence of any potential organizational conflict of interest, the Offeror must complete the following disclosure below:

Organizational Conflict of Interest
DISCLOSURE STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts concerning past, present or currently planned interests or activities (financial, sale/resell or otherwise) that relate to the quoted work and bear on whether I have (or the organization, or anyone employed by the organization, has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice or (2) being given an unfair competitive advantage, are fully disclosed and are attached and formatted to show:

- *The company, agency, organization in regards to, present or currently planned interest or activity (financial, sale/resale or otherwise)*
- *Description of the relationship*
- *Period of relationship*

- *Extent of relationship*
- *Mitigation Plan, as necessary*

SIGNATURE: *DATE:*
NAME: *ORGANIZATION:*
TITLE:

Development and Recommendation of a Grain Sorghum Pricing Methodology – Institutions of Higher Education

Solicitation No. 1406-04-08-CS-20974

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1 STATEMENT OF WORK

USDA Risk Management Agency

Statement of Work

For

Development and Recommendation of a Grain Sorghum Pricing Methodology – Institutions of Higher Education

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Section 1.0 General Information

1.1 Requiring Agency:

United States Department of Agriculture (USDA), Risk Management Agency (RMA), Office of Product Management.

1.2 Organizational Contact:

The Contracting Officer's Technical Representative (COTR) will be identified at the time of award.

1.3 Contract Type Contemplated:

RMA contemplates a fixed price for this contract.

1.4 Contract Objectives:

Development of a grain sorghum pricing methodology that is transparent and replicable.

1.5 News Releases:

The Contractor shall not make any news release pertaining to this procurement without prior Government approval and then only in coordination with the Contracting Officer or COTR.

1.6 Scope of Authority:

The offeror is advised that the Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement, and that only the Contracting Officer or the COTR is authorized to accept or reject deliverables described in the statement of work.

1.7 Non-Disclosure and Confidentiality:

Section 502(c) of the Federal Crop Insurance Act (7 U.S.C. § 1502(c)) states that no person may disclose to the public information provided by a producer under the Act unless the information has been transformed into a statistical or aggregate form in which the individual submitter is unidentifiable or the producer consents to such disclosure. The Contractor shall maintain the confidentiality of all data provided by RMA, all analyses and the results of such analyses conducted under this SOW, all programs, models, formulas, etc., all graphs, charts, and any other document or information used, created or generated through the performance of any task under the SOW. No person may view or have access to any data provided by RMA, any analyses and the results of such analyses conducted under this SOW, any programs, models, formulas, etc., any graphs, charts, and any other document or information used, created or generated through the performance of any task under the SOW unless such access is necessary to perform a task under this SOW. The Contractor shall keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis, unless prior written approval is obtained from the Contracting Officer. The Contractor shall immediately notify the Contracting Officer, in writing, in the event that the Contractor determines or has reason to suspect a breach of this requirement. The Contractor shall insert the

substance of this clause in any consultant agreement or subcontract hereunder. At the completion of this contract, the Contractor shall be required to destroy or return all data or information made available by the Government that are not intended for public disclosure.

1.8 Paperwork Reduction Act:

For any information collection activities subject to the Paperwork Reduction Act (PRA) that may be performed under this contract, the Contractor shall comply with the PRA.

1.9 Acronyms and Definitions:

CO - Contracting Officer

COTR - Contracting Officer's Technical Representative

FCIC - The Federal Crop Insurance Corporation, a wholly owned corporation within USDA. Also called in this document the Corporation.

RMA - The Risk Management Agency of the United States Department of Agriculture

Section 2.0 Background

Section 12009 of the Food, Conservation, and Energy Act of 2008 Public Law 110-234 enacted May 22, 2008 amended Section 508(c)(5) of the Federal Crop Insurance Act (7 U.S.C. 1508(c)(5) by adding language that the Federal Crop Insurance Corporation was to contract individually with five (5) expert reviewers to develop and recommend a methodology for determining an expected market price for grain sorghum for both the production and revenue-based plans of insurance to more accurately reflect the actual price at harvest. The developed price methodology is to be transparent and replicable. The five (5) expert reviewers are to be agricultural economists with experience in grain sorghum and corn markets of which two are to be within the Department of Agriculture, two are to be agricultural economists from institutions of higher learning, and one is to be an agricultural economist nominated by the grain sorghum industry. **THIS ACQUISITION APPLIES TO THE TWO AGRICULTURAL ECONOMIST FROM INSTITUTIONS OF HIGHER LEARNING.**

Section 3.0 Work Statement

3.1 Objective:

The objective of this contract is to obtain a pricing methodology for grain sorghum that determines an expected market price for grain sorghum for both the production and revenue-based plans of insurance that more accurately reflects the actual price at harvest.

3.2 Scope:

This work requires the skill of an agricultural economist who has experience in grain sorghum and corn markets.

3.3 Specific Tasks and Work Requirements:

The contractor (expert reviewer) shall develop and recommend to the government a pricing methodology for determining an expected market price for sorghum for both the production and revenue-based plans of insurance to more accurately reflect the actual price at harvest. The contractor shall deliver this developed and recommended price methodology to the government not later than ninety (90) days after the start date of the contract.

Section 4.0 Schedule of Work

4.1 Places of Performance:

RMA Office, Kansas City, Missouri; and the Contractor's Offices.

4.2 Period of Performance:

From the date of the contract award through 120 calendar days.

4.3 Delivery Schedule:

Deliverable	**Timeframe**
Grain Sorghum Pricing Methodology	Award plus 120 days.

Section 5.0 Government Furnished Information/Resources

5.1 Government Furnished Documentation:

RMA will provide all methods and data, including data from the Economic Research Service, used by the Corporation to develop the expected market prices for grain sorghum under the production and revenue-based plans of insurance of the Corporation.

5.2 Government Furnished Data:

See section 5.1.

5.3 Government Furnished Resources:

RMA personnel knowledgeable about the existing pricing methodology for grain sorghum will be made available for consultation by telephone or electronic mail. The contractor shall submit all resource requests to the COTR.

5.4 Government Furnished Facilities:

None.

Section 6.0 Contractor Furnished Resources

6.1 Contractor Furnished Items:

The Contractor shall provide all materials required to perform the contract, beyond Government furnished information or resources described in section 5.

Section 7.0 Government Quality Assurance

7.1 Inspection of Deliverables by the Government:

The Contracting Officer or Contracting Officer's Technical Representative (COTR) will inspect each deliverable within 30 days of receipt by the Government. At the Government's discretion, comments specifying improvements needed or minor deficiencies noted may be provided to the Contractor, along with an acceptance of

the deliverable, in which case the Contractor may be required to document the corrections or improvements that were taken in the subsequent deliverable. However, major deficiencies in a deliverable may result in its rejection, to include the failure of a resubmission to address the improvements or deficiencies submitted by the COTR regarding the prior version of the deliverable. In the case of a rejection, specifics will be provided to the Contractor as to the reasons for the rejection, as well as a deadline for re-performance (correcting deficiencies and resubmitting the deliverable). There shall be no constructive or inferred acceptance of any deliverable if the Government fails to meet the review deadline; however, in such cases an equitable adjustment to the delivery schedule may be granted. A deliverable that does not fully satisfy a requirement could also be subject to acceptance with a penalty, e.g., an equitable price reduction for the deliverable or other consideration deemed appropriate by the Contracting Officer.

The Government also reserves the right to monitor the Contractor's performance in accordance with its proper authority and contractual rights. Authorized Government personnel may visit the appropriate work area of the Contractor and may either observe the Contractor performing the tasks or review documentation, as appropriate. Monitoring may also include analysis of the key personnel hours expended as reported in the monthly reports submitted. If key personnel hours show significant deviation below projected hours as detailed in the Offeror's proposal, it could trigger an on-site inspection or other compliance actions. The COTR may also conduct evaluations to check compliance with the Contractor's approved quality control plan.

Section 8.0 Other Requirements

8.1 Report Style:

The developed and recommended pricing methodology for grain sorghum submitted as the deliverable under this contract shall be written and composed in a style suitable for publishing by the Government (i.e., conforms to U.S. Government Printing Office Style Manual standards--see http://www.gpoaccess.gov/stylemanual/browse.html).

8.2 Monthly Progress Reporting:

The Contractor shall deliver progress reports by the 15th of each month that address progress on the contract work requirements, as they occur. The progress reports shall be sufficiently detailed to allow the COTR to determine that the work efforts and level of progress are satisfactory. For example, the reports shall display hours expended. This is for quality assurance purposes, not necessarily for invoice payment or cost tracking purposes. The contractor shall submit monthly progress reports to the COTR and CO via email. Payment of the invoice is subject to receipt of all monthly reports.

Section 9.0 Invoicing Requirements

The Contractor shall bill once the final deliverable has been accepted by the Government.

Invoices for the fixed-price portion shall include, as a minimum, the following information:

- Billing period covered for services performed
- Description of deliverable
- Price of deliverable

Any travel incurred (including supporting documentation/receipts for all charges).

Section 10.0 Contracting Officer's Technical Representative (COTR)

The COTR designated for this Order is:

The COTR will be determined upon award of Order.

The COTR shall administer the technical aspects of this contract and inspecting the Contractor's work for compliance with the work statement, delivery requirements and specifications. The COTR is not authorized to change any of the terms and conditions of the order. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the order. Project Inspector(s) may also be designated, as needed. All technical direction shall be issued in writing by the COTR or will be confirmed by the COTR in writing within 10 days after verbal issuance. A copy of the written direction shall be furnished to the CO.

In addition to providing technical direction, the COTR will:
Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO any changes in the requirement;
Assist the Contractor in the resolution of technical problems encountered during performance; and
Perform inspection and acceptance, or recommendation for rejection, of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within this SOW.

If in the opinion of the Contractor, any instruction or direction issued by the COTR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within 5 business days after receipt of any instruction or direction.

Section 11.0 Contract Administration

The Contract Administrator (CA) for this contract is Donald Abamonte. Copies of all correspondence concerning the resultant Order shall be provided to the address stated below:

Department of the Interior
NBC/Acquisition Services Directorate
381 Elden Street, MS4000,
Herndon, Virginia 20170-4817
Attn: Donald Abamonte,
Phone: (703) 964-3645
Fax: (703) 964-8481
Email: donald.abamonte@aqd.nbc.gov

B 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 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)

FAR Clauses: www.arnet.gov/far or http://farsite.hill.af.mil
DIAR Clauses: www.doi.gov/pam/aindex.html:

5 52.217-8 OPTION TO EXTEND SERVICES NOVEMBER 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 7 days.

8 PP05-05 GOVPAY E-INVOICING MAY 2005

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 2003)". 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 4MB 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 their 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.

The following documents are attached to this RFQ/Solicitation/SOW for reference:

Attachment 1	ORGANIZATIONAL CONFLICT OF INTEREST
Attachment 2	PAST/PRESENT PERFORMANCE QUESTIONNAIRE
Attachment 3	CLIENT AUTHORIZATION LETTER.

Attachment 1:

In order to avoid an organizational conflict of interest and attempt to ensure an objective and unbiased evaluation, anyone who at the time of the Contractor's submission of an offer or any time thereafter is employed or has a funding arrangement to accomplish work for any insurance provider who currently conducts crop sales or maintenance of the program polices or is employed or has funding agreements with various Grain Sorghum producers, shall not be eligible to participate in the performance of this Order as a prime Contractor or subcontractor.

In addition to the statement above, the Offeror shall certify if any potential OCI exists and disclose of any OCI. The following provision will be included in the solicitation:

The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the Offeror is aware of information bearing on whether a potential conflict may exist, the Offeror shall provide a disclosure statement as indicated below.

If the Offeror IS NOT aware of any information bearing on the existence of any potential organizational conflict of interest, the Offeror must complete the following certification below:

Organizational Conflict of Interest
CERTIFICATION STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest or activity (financial, sale/resell or otherwise) that relate to the proposed work and bear on whether I have (or the organization, or anyone employed by the organization, has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice or (2) being given an unfair competitive advantage.

SIGNATURE: *DATE:*
NAME: *ORGANIZATION:*
TITLE:

If the Offeror IS aware of any information bearing on the existence of any potential organizational conflict of interest, the Offeror must complete the following disclosure below:

Organizational Conflict of Interest
DISCLOSURE STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts concerning past, present or currently planned interests or activities (financial, sale/resell or otherwise) that relate to the quoted work and bear on whether I have (or the organization, or anyone employed by the organization, has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice or (2) being given an unfair competitive advantage, are fully disclosed and are attached and formatted to show:

- *The company, agency, organization in regards to, present or currently planned interest or activity (financial, sale/resale or otherwise)*
- *Description of the relationship*
- *Period of relationship*
- *Extent of relationship*
- *Mitigation Plan, as necessary*

SIGNATURE: *DATE:*
NAME: *ORGANIZATION:*

TITLE:

The following clause should be included in the Order and solicitation:

ORGANIZATIONAL CONFLICT OF INTEREST

a) *It is the intent of this Agency to avoid awarding Contracts that could create potential conflicts of interest. Such a situation could occur in the execution of this Order when the Contractor or any subcontractors are employed or have a funding arrangement to accomplish work for any insurance provider who currently conducts crop sales or maintenance of the program polices or is employed or have funding agreements with various Grain Sorghum producers. Such interests bias a Contractor's judgment, either negatively or positively and thus impede the Government's objective of obtaining an unbiased, technically sound performance of the work.*

b) *Potential conflicts of interest could also occur in the execution of this Order when the Contractor or any subcontractors have an agreement or employment arrangement in effect with another Offeror under this solicitation or another Contractor having an active contract with the Risk Management Agency. Such interests bias a Contractor's judgment, either negatively or positively or result in an unfair advantage and thus impede the Government's objective of obtaining an unbiased, technically sound performance of the work.*

c) *Prior to the commencement of any work, the Contractor agrees to notify the Contracting Officer that to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the Contractor may have.*

d) *The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure, in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or quoted to take, after consultation with the Contracting Officer to avoid, mitigate, or neutralize the actual or potential conflict of interest.*

e) *Remedies- Acquisition Services Directorate may terminate this Order for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it; or misrepresented relevant information to the Contracting Officer, the Government may terminate the Order for default, debar the Contractor from Government contracting or pursue such other remedies as may be permitted by law or this Order.*

f) *The Contractor shall include this clause, including this paragraph in all subcontracts and consultant agreements provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.*

g) *The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.*

4. The recommendations outlined above are in accordance with the guidance in FAR Subpart 9.506.

5. Request review and approval for issuance of the solicitation and inclusion of suggested provisions and clauses with any modifications that may be deemed necessary as a result of this review.

6. Point of contact for this action is Donald Abamonte, Contracting Officer, at (703) 964-3645.

Attachment 2:

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? _____

E. Period of performance: _____

F. Place of performance: _____

G. Initial contract cost: _____

H. Current/final contract cost: _____

I. Reasons for differences between initial contract cost and final contract costs, if any:

_____

J. Description of service provided:

_____

SECTION 2: CUSTOMER OR AGENCY IDENTIFICATION

A. Customer or Agency Name: _____

B. Evaluator's Name: _____

C. Evaluator's Title: _____

D. Evaluator's Phone: _____

E. Evaluator's E-mail: _____

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

SECTION 3: EVALUATION RATINGS

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 sub-factor. The four Evaluation Factors are weighted equally to each other. The five Evaluation Sub-Factors for each Evaluation Factor are weighted equally to each other. The rating scale is defined as follows:

E	**EXCELLENT**	The contractor has substantially exceeded the contract performance requirements.
VG	**VERY GOOD**	There are no, or very minimal issues and the contractor has met the contract requirements.
S	**SATISFACTORY**	Overall compliance requires minor agency resources to ensure achievement of contract
P	**POOR**	Overall compliance requires significant agency resources to ensure achievement of
U	**UNSATISFACTORY**	Non-conformances are jeopardizing the achievement of contract requirements, despite use of agency resources. Recovery will not be likely. If performance cannot be substantially corrected, it will constitute a significant impediment in consideration for future awards for similar requirements.
N	**NOT APPLICABLE**	Unable to provide a score.

SECTION 4: EVALUATION FACTORS

1. Quality of Product or Service	**E**	**VG**	**S**	**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.						
Contractor proposed alternative methods/processes that improved the product or service which benefited the customer.						
Quality/effectiveness of sub-contracted efforts.						

2. Program Management and Timeliness	**E**	**VG**	**S**	**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 implemented responsive/flexible processes to improve quality and timeliness of support.						

SECTION 4: EVALUATION FACTORS (Continued)

3. Transition/Phase-in and Staff Support	**E**	**VG**	**S**	**P**	**U**	**N**
Ability to smoothly transition resources and personnel.						
Ability to maintain continuity 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.						
Contractor was reasonable and cooperative in dealing with staff (including the ability to resolve disagreements/ disputes).						

4. Cost Control	**E**	**VG**	**S**	**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.						
Contractor proposed alternative methods/processes that reduced cost of product or service which benefited the customer.						

SECTION 5: NARRATIVE SUMMARY

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

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

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

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

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

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

_____ _____

Evaluator's Signature Date

Thank you for your prompt response and assistance!

Please return this completed questionnaire to:

Email Address: donald.abamonte@aqd.nbc.gov or FAX: (703)964-8481.

Attachment 3

CLIENT AUTHORIZATION LETTER

Dear "CLIENT":

We are currently responding to the US Department of Interior, Acquisition Services Directorate, RFQ No. 1406-04-08-RQ-20027 entitled "GRP Rangeland." You have been listed as a past performance reference in our quote. If you are contacted by Acquisition Services Directorate for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to any Acquisition Services' inquiries. Your cooperation is appreciated. Please direct any questions to (Offeror's point of contact).

Sincerely,