

2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 01/16/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY DOI, National Business Center, AQD Division 2/ Branch 1 381 Elden St Suite 4000 Herndon VA 20170	CODE D21	7. ADMINISTERED BY (if other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO. D13PS00058
	X	9B. DATED (SEE ITEM 11) 01/02/2013
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 0 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this amendment is to 1) Answer Questions; 2) Amend the solicitation (see track changes version provided); and, 3) extend the closing date and time to February 4, 2013, 10 AM ET.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Melissa Onyszko		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

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This is combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being required and a written solicitation will not be issued. Federal Acquisition Regulation (FAR) subpart 12.6 is being utilized in conjunction with FAR 15 and 16.5.

Solicitation number D13PS00058 is being issued as a Request For Proposal (RFP). The Government intends to award a single indefinite-delivery/indefinite-quantity (IDIQ) type contract entitled “Actuarial Review” and Task Order 1 entitled “Analysis of County Yield Determinations and Related Topics for Area-Based Crop Insurance Program” as a result of this solicitation. The Government will not be awarding IDIQ contracts to multiple offerors; resultant IDIQ award will be a single-award IDIQ.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 62. All clauses within the IDIQ contract apply to any resulting task orders issued during the period of performance of the IDIQ.

NAICS code Number 524298 entitled “All Other Insurance Related Activities” with a size standard of \$7.0 million; Product Service Code R410 “Support-Professional: Program Evaluation/Review/Development.”

Deliverables are noted at a high level within the IDIQ solicitation and will be noted in detail in each of the individual task orders.

The IDIQ will have a base period of performance of twelve months and four, twelve-month optional periods. The periods of performance for each individual task order will be identified in the task order. The anticipated period of performance for task order is 270 days from time of award, including 30 days for Government review period.

The objective of the IDIQ contract overall is to conduct actuarial and/or econometric reviews regarding new methodologies or revisions to existing methodologies being contemplated by United States Department of Agriculture (USDA)/Risk Management Agency (RMA) in regards to crop insurance.

Specific deliverable schedules will be outlined in each order issued under the IDIQ.

The provision at 52.212-1, “Instruction to Offerors- Commercial Items (Feb 2012),” and an addendum, applies to this acquisition.

The provision at 52.212-2 “Evaluation-Commercial Items (Jan 1999)” applies to this acquisition.

Evaluation factors for the solicitation are weighted, as follows:

Technical Approach/Key Personnel (IDIQ): 50%

Quality Control Plan (IDIQ): 10%

Past Performance (IDIQ): 10%

Technical Approach/Key Personnel (Task Order 1): 20%

Project Management Plan (WBS & Deliverable Schedule) (Task Order 1): 10%

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The Government considers evaluation factors other than cost or price, when combined, significantly more important than cost or price.

Offerors shall include a completed copy of 52.212-3 "Offeror Representations and Certifications – Commercial Items (Dec 2012)" with their offer.

Clause 52.212-4 "Contract Terms and Conditions – Commercial Items (Feb 2012)" applies to this acquisition.

Clause 52.212-5 "Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Nov 2012)" applies to this acquisition. See Section I – Contract Clauses for applicable clauses.

The due date for response to this RFP at the addresses specified below is on or before **102:00 APM ET January 22 February 4, 2013**. Each volume shall be clearly marked by Volume Number and Title. It is the responsibility of the offeror to get their submission in on time and ensure successful delivery to the Government. Submission shall be via e-mail to Contracting Officer Melissa Onyszko at Melissa_onyszko@nbc.gov and Contract Specialist Denise Carrio at Denise_Carrio@nbc.gov.

RFP QUESTIONS:

Offerors must submit all technical questions concerning this solicitation in writing by e-mail to the Contracting Officer, Melissa_Onyszko@nbc.gov and Contract Specialist Denise_Carrio@nbc.gov. All questions must be submitted via e-mail, and received no later than **12:00 PM Eastern Time (ET) on January 10, 2013**. 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.

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SECTION B – SUPPLIES/SERVICES AND PRICES

IDIQ

The objective of the IDIQ contract overall is to conduct actuarial and/or econometric reviews regarding new methodologies or revisions to existing methodologies being contemplated by RMA in regards to crop insurance.

THE SCHEDULE LABOR CATEGORIES AND RATES

LABOR CATEGORY	FULLY BURDENED HOURLY RATE
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Indirect Rates/Multipliers applicable to direct costs (other than labor):

The labor and indirect rates for each IDIQ period of performance will be included in this section upon award of the IDIQ; these rates are to be proposed by offerors.

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) type contract with time-and-materials/labor-hours (T&M/LH) and firm-fixed-price (FFP) type task orders. The contractor will provide quotes in response to Statements of Work during the effective period of the IDIQ contract. Only the Contracting Officer has the authority to issue task orders against the IDIQ. Orders will be either faxed or e-mailed to the contractor. The total amount of all orders under this IDIQ will total a combined minimum of \$150,000.00. The total amount of all orders under this IDIQ will not exceed a combined maximum of \$3,500,000. The stated minimum and maximum amounts are for the duration of the contract, not a yearly amount.

After award of the IDIQ and Task Order 1: In order to obtain services under this IDIQ the Contracting Officer will send a Statement of Work with a request for both a technical and price response. The Contractor will send the documentation directly to the Contracting Officer, who will forward the information to the program office for evaluation. The Contractor shall use the rates quoted for the IDIQ and inserted above at the time of IDIQ award to prepare their pricing. The preparation instructions for the non-price portion of the RFQ *may* require the Contractor to address one or all of the following items: 1) Key Personnel being used for the task order (including any resumes or biological information required for Key Personnel not already accepted in the IDIQ), 2) Project Management Plan. The technical evaluation criteria within a RFQ may not be limited to these two criteria. These non-price evaluation factors will be evaluated as either “acceptable” or “unacceptable.” The price will be evaluated to determine if the price for the task order is fair and reasonable.

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**SECTION C – IDIQ STATEMENT OF WORK
Actuarial Review**

Section 1.0 General Information

1.1 Requiring Agency: USDA, RMA, Office of Product Management

1.2 Organizational Contact: The Contracting Officer's Representative (COR) will be named at the time of the award.

1.3 Acronyms:

ADM – Actuarial Data Master

ARPA – Agricultural Risk Protection Act of 2000

CBOT – Chicago Board of Trade

CME – Chicago Mercantile Exchange

FAO – Food and Agricultural Organization of the United Nations

FCIC – Federal Crop Insurance Corporation

FSA – Farm Service Agency

MPCI – Multiple Peril Crop Insurance

NASS - National Agricultural Statistics Service

NIFA - National Institute for Food and Agriculture

PM - Product Management

RMA - Risk Management Agency

RO - Regional Office of RMA

USDA - United States Department of Agriculture

1.4 Definitions

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Acceptable data source - Publications and data of the RMA, FSA, NIFA, NASS and other agencies of the USDA; marketing and promotion organizations, supported by public funds or a check-off system; State Departments of Agriculture; any grower organization or association, whose membership represents 15 percent of growers in the area the organization or association serves; any generally recognized authoritative or professional journal or magazine; any other source approved by RMA, such as schools of higher education, international agencies, (FAO or the World Bank; growers' organizations or associations whose membership is representative of growers in one or more areas); and farm level data subject to review by qualified crop insurance experts.

Act - The Federal Crop Insurance Act (7 U.S.C. 1501) amended.

Actual Production History (APH) – The insurance program administered by RMA that provides growers yield insurance by paying for losses below the guarantee

Actuarial documents - The material for the crop year that is posted on RMA's website at the URL <http://www.rma.usda.gov>. These documents show the amounts of insurance or production guarantees, coverage levels, premium rates, insurable crop production practices, insurable acreage, and other related information regarding crop insurance for a crop in a county.

Actuarially Sound – For the purpose of the Federal Crop Insurance Program, a classification and premium rate determination system, where risk premium collected is sufficient to cover expected future losses and to build a reasonable amount of reserve.

Appendix III (Data Acceptance System Handbook) – An appendix of the 2005 Standard Reinsurance Agreement (SRA), that provides instructions and information for reporting reinsured company data to the Risk Management Agency/Federal Crop Insurance Corporation. Also known as the M-13 Handbook.

Board - The Board of Directors of the Federal Crop Insurance Corporation.

Catastrophic Risk Protection Coverage (CAT) - The minimum level of coverage offered by FCIC for the program that is required before the insured may qualify for certain other USDA program benefits, unless the insured executes a waiver of any eligibility for emergency crop loss assistance in connection with the crop.

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Code of Federal Regulations (CFR) - Proposed and final regulations published in the Federal Register also are considered to be part of the CFR.

Contracting Officer's Representative (COR) - An employee of RMA, who assists the Contracting Officer with technical administration of the contract.

Cost-benefit analysis - A process whereby the expected monetary and non-monetary public and private outlays of a proposed action are compared to the expected monetary and non-monetary returns to beneficiaries. This is accomplished by an examination of available raw data and data assumptions, by developing model premises and description, and by estimating the model's results and projecting those results to actual circumstances. A cost-benefit analysis recognizes the principles set forth in the document "Economic Analysis of Federal Regulations under Executive Order 12866" as set forth at the URL <http://www.whitehouse.gov/omb/inforeg/riaguide.html>.

Crop - An agricultural commodity insured under the authority of the Act.

Crop Insurance Handbook (CIH) - A document denoted by RMA as the Crop Insurance Handbook in effect at the time the contracted work is performed. See the URL <http://www.rma.usda.gov>

Crop insurance procedures - Methods approved by RMA, to administer approved crop programs. The term includes the Underwriting Guides, the CIH, the LASH, Manager's, PM Bulletins, or other documents that may be issued by RMA, that are applicable to a specific crop. See the URL <http://www.rma.usda.gov>

Crop policy - The legal documents, which establish a contract between the insured person and the insurance provider, including, but not limited to, the Common Crop Insurance Policy, the Basic Provisions, and the Crop Provisions, as published in the CFR or by RMA on its website; and the Special Provisions, as applicable, and the actuarial documents.

Crop program - The insurance plan or plans whereby the insurable interests of a producer of a crop are protected.

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Federal Crop Insurance Corporation (FCIC) - A corporation chartered by the U.S. Government and administered by the Risk Management Agency (RMA) of the United States Department of Agriculture (USDA).

Farm Service Agency (FSA) - An agency of the United States Department of Agriculture, or a successor agency.

Generally Recognized Farming Practices- When agricultural experts or the organic agricultural industry, as applicable, are aware of the production method or practice and there is no genuine dispute regarding whether the production method or practice allows the crop to make normal progress toward maturity and produce at least the yield used to determine the production guarantee or amount of insurance.

Government - The Contracting Officer or his duly authorized representative (COR).

Impact Analysis – A numerical analysis showing what the results would be if the recommended procedure or methodology is followed. The analysis may be conducted using experience data or simulations, whichever is most appropriate. Care will be taken if experience data are used to properly handle differences in the number of years of data or data anomalies.

Indemnity - The amount of money that the approved insurance provider owes the insured, based on the determination of loss.

Independent Actuary and Independent Researcher - Party (ies) not affiliated with or not having any interest in the day-to-day business operations of the contractor.

Insurance Experience - Policy level data including the number of policies earning premium, policies indemnified, units earning premium, units indemnified, net insured acres, liability, total premium, producer premium, subsidy, indemnity, loss ratio, earned premium rate, and loss cost ratio.

Insurance Providers - Private insurance companies reinsured by FCIC.

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Liability - The total amount that the approved insurance provider would pay to the insured, if there was a total loss.

Limited Resource Farmer - A producer or operator of a farm with: (a) direct or indirect gross farm sales of not more than \$100,000 in each of the previous two years (beginning fiscal year 2004, this is adjusted for inflation using Prices Paid by Farmer Index as compiled by NASS); and (b) a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years (to be determined annually using Commerce Department data).

Loss Cost Ratio (LCR) - The ratio of indemnity divided by liability.

Loss Ratio (LR) - The ratio of indemnity divided by premium.

Manager's Bulletin - A document issued by RMA's Administrator, to convey information that supplements the crop insurance procedures. See the URL <http://www.rma.usda.gov>

Plan of Insurance - A general structure of insurance that may be extended to one or more crops (e.g., actual production history and revenue coverage).

Policy - An insurance policy or plan of insurance (including endorsements or options), including those approved under sections 508, 522, or 523 of the Act, and that is reinsured by FCIC. Also see *Crop Policy and Endorsement*.

Policy review procedure - An in-depth, detailed process to identify any problem areas or issues; to make recommendations to limit waste, fraud, and abuse; to assure actuarial soundness; and to determine acceptability of the crop programs to producers, insurance providers, the Government, and other interested parties.

Procedure - A set of established forms or methods for carrying out the lamb livestock insurance program including, but not limited, to the applicable handbooks.

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Producer premium - The amount of premium paid by the insured.

Product Management Bulletin - A document issued by DAPM, to convey information that supplements the crop insurance procedures. See the URL <http://www.rma.usda.gov>

Program – Plans of insurance.

Program materials - Basic Provisions, Catastrophic Risk Protection Endorsement, Crop Provisions, Special Provisions of Insurance, loss adjustment handbook, loss adjustment manual, all applicable actuarial documents, Appendix III, Crop Insurance Handbook, underwriting requirements, and other forms necessary to deliver the program.

Risk Management Agency (RMA) - An agency within USDA that is responsible for administering the Federal Crop Insurance Program.

Risk Premium - The total amount of premium for an insured's coverage, determined by multiplying liability times the unsubsidized premium rate.

Quantify - Assigning measurable impacts to an action. In the context of an evaluation, the term means that a recommendation or determination shall be accompanied by a cost-benefit analysis. Quantified recommendations or determinations shall be complete with all raw input data and models, and shall show a bottom line with the overall projected cost of the recommendation or determination and the accompanying benefits with respect to affected growers, RMA, the insurance providers, other USDA agencies, taxpayers, and other interested parties where appropriate. The overall cost and benefit must be placed in the context of overall contract requirements.

Special Provisions of Insurance – The part of the policy (contained in the county actuarial documents) that contains specific provisions of insurance for LRP Lamb (e.g., rotational requirement, exclusions to the policy, etc.)

Subsidy - The amount of total premium paid by the FCIC, on behalf of the insured.

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Supportability - Recommendations that are logical, consistent with data collected and assumptions made, sufficiently detailed to justify conclusions, and based upon relevant and complete database(s). Data, data sources, data assumptions, methodologies, findings, determinations, and recommendations are properly cited.

Systemic - With respect to deficiencies, weaknesses, or problems means a condition which is basic to the crop program and is experienced by the whole of it and not just particular areas of the country or other localized situations.

Total premium - The total amount of premium for an insured's coverage that is determined by multiplying liability by the unsubsidized premium rate.

Transitional revenue (T-revenue) – A value determined by RMA, published in the actuarial documents, to be used when you have certified fewer than four consecutive crop years of annual revenue amounts.

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Section 2 - Work Statement

C.1 Background

RMA is anticipating that the proposed Farm Bill will require updates to existing crop insurance program features, and the potential for new crop insurance programs have put RMA in a position to need additional expertise to research and review program concepts and methodologies. The Farm Bill itself could potentially introduce two new programs (SCO and STAX) that will require quick implementation. These programs have features similar to RMA's existing area-based programs (GRP and GRIP) in that these programs base payments on county level information. While the framework to implement such new programs exists, modifications will be required to implement on a much wider scale than the GRP and GRIP programs currently offer. This has necessitated additional research regarding data standards, yield determination, and premium rate establishment. In addition, RMA is pursuing additional research and review regarding existing program features such as price volatility determination and loss ratio based premium rate adjustments.

C.2 Contract Objectives

The objective of this contract is to conduct actuarial and/or econometric reviews regarding new methodologies or revisions to existing methodologies being contemplated by RMA.

This SOW provides the framework for these efforts, including the development of all materials necessary for RMA to administer any changes or modifications to the existing crop insurance program.

C.3 Contract Tasks & Work Requirements

In general, for all applicable tasks, the contractor shall conduct research, analysis, evaluate, and deliver reports as specified in the following sections. The contractor shall identify and provide within any reports all data, data sources, statistical assumptions, mathematical formulae, methodologies, findings, determinations, and recommendations. Any recommendations must adhere to sound statistical procedures and standard actuarial principles and clearly state the benefits to the insureds and to the

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Government. The contractor shall clearly state and support all assumptions, findings, and determinations in sufficient detail to enable independent researchers or RMA personnel to reproduce the analysis for validation. All recommendations shall be made under the assumption that government administered insurance is similar to private industry insurance in that it must remain solvent and actuarially sound. (For deliverable formats see section F of the contract "Deliverables.")

Listed below are specific issues for which future orders may be issued. However, the Government may modify, delete, enhance, or re-determine the priority of these tasks within the general scope of the IDIQ contract. Other actuarial related issues may be identified by RMA during the period of performance of this contract. The Government will provide more enhanced direction in the specific task orders to the contractor on its requirements related to timing and priority, as well as information necessary for the contractor to complete tasks .

Each task description below is an estimate of actual needs only.

C.3.1 RMA currently administers area-based crop insurance programs under the authority of the Federal Crop Insurance Act. These programs include GRP and GRIP, which operate as risk management tools insuring against countywide loss of yield or revenue. Paramount to the success of these programs is the availability of NASS county estimates. These estimates are the foundation from which yield expectations and premium rates are established. In recent years, changes to publication standards have limited NASS' ability to provide county estimates for a large number of counties. This precludes these areas from participation in the existing GRP or GRIP programs (or similarly designed programs of the future). One possible solution is the use of yield data collected by RMA from other crop insurance programs. However, GRP and GRIP program standards generally require a 30-year history of yields to establish yield expectations and premium rates. Therefore, additional information is necessary for RMA to make changes to crop insurance programs. This information will be obtained through issuance of task orders.

C.3.1.1 Review of area-based crop insurance program data standards.

The contractor shall review the existing data standards for area-based crop insurance programs, analyzing the effects of varying program standards on the ability to produce actuarially sound yield expectations and premium rates. The contractor shall consider other methodologies in yield or premium rate establishment as necessary given the data available and the area-based program concept considered. The contractor shall provide a technical report outlining their findings and recommendations. (Anticipated FFP)

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C.3.1.2 Review of actual yield determination in the presence of insufficient data for the area-based offer.

Another key component to area-based crop insurance programs is the actual yield for the given area from which indemnities are determined. Inability to calculate an actual yield for the specific area-based offer introduces many challenges and program vulnerabilities, especially in minor production regions. The contractor shall analyze the use of other information (such as neighboring counties data or model driven approach) to establish a procedure for determining actual yields when data is unavailable or lacks sufficient coverage for the given area-based offer. The contractor shall provide a technical report outlining their findings and recommendations. (Anticipated FFP)

C.3.1.3 Review incorporating weather data in the determination of yield expectations.

The existing methodology for determining expected yields under area-based program designs implicitly captures the effects of weather. The methodology also attempts to mitigate the effect extremely high or low annual yields have on the resulting yield expectation. However, data exists that may allow for a more direct control over the effects of weather, allowing for a more stable yield prediction. The contractor shall analyze the use of weather data in modeling expected yields compared to the current methodology. The contractor shall provide a technical report outlining their findings and recommendations. (Anticipated FFP)

C.3.2 Review of price volatility factor calculation methodology.

Price volatility factors are necessary to the development of premium rates for crop insurance programs offering revenue coverage based on commodity futures markets. Price volatility factors are currently based on the average implied volatilities for close-to-the-money puts and calls during the last five trading days of the projected price-monitoring period for the given commodity. The market estimates reflect an annualized value that is further adjusted by the square root of the percent of the year under which the insurance contract is in place (i.e. the square root of the percent of a calendar year (365 days) between the projected price and harvest price discovery). However, imbedded within the option premium, and therefore implied volatility valuation, are certain assumptions or costs that may not be appropriate within the crop insurance setting. The contractor shall analyze the data and assumptions underlying implied volatility

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calculations. The contractor shall provide a technical report outlining their findings and recommendations. (Anticipated FFP)

C.3.3 Review of the optional unit surcharge.

Crop insurance loss experience consists of a mix of optional, basic, enterprise, and whole farm units. With the mix of business by unit structure changing over time, the 11 percent (approximately) optional unit surcharge imbedded in the ratemaking process is to be analyzed for its appropriateness. The contractor shall analyze crop insurance loss experience by unit structure and develop appropriate adjustments to restate on an optional unit basis. The contractor shall provide a technical report outlining their findings and recommendations. (Anticipated FFP)

C.3.4 Study of loss ratio rating system.

RMA previously contracted for a thorough actuarial review of premium rating methodologies and procedures. This review provided several recommendations for modifying the current APH and COMBO methodologies and suggested further evaluation of several areas. The review recommended RMA engage a study to evaluate adequacy of statewide rate levels in conjunction with loss ratio based rate adjustments. The contractor shall review and analyze actuarial theory regarding premium rate adequacy, with consideration given to the use of off-balance rate adjustments, as well as loss ratio based premium rate adjustments. The contractor shall provide a technical report outlining their findings and recommendations. (Anticipated FFP)

C.3.5 Review of organic practice price factor methodology.

RMA currently derives organic practice prices by applying an organic practice price factor to the conventional price for corn and soybeans. Conventional prices for corn and soybeans are based on Chicago Board of Trade (CBOT) futures contract prices and price discovery periods detailed in the Commodity Exchange Price Provisions (CEPP). RMA derives organic practice price factors for these commodities based on the simple average relationship between organic and conventional prices as determined from the Agricultural Marketing Service's (AMS) "National Organic Grain and Feedstuffs" reports and the relevant CBOT futures contracts. The contractor shall analyze the methodology and assumptions used in the derivation of organic practice price factors for corn and soybeans as well as the applicability to other commodities as determined by RMA. The contractor

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shall provide a technical report outlining their findings and recommendations.
(Anticipated FFP)

C.3.6 **Resource Support**

The contractor may be required to serve as a resource to RMA for support with regards to the recommendations submitted if this is required to go the FCIC board or if expert reviews are required. RMA may also require additional actuarial review work on specific rating and pricing for other crop insurance programs. This support will be identified in the specific task orders as necessary. This task may require travel, which will be outlined in the specific task order(s). (Anticipated FFP or T&M)

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SECTION D – PACKAGING AND MARKING

D.1. Deliverables

All deliverables submitted under the contract shall be prepared and packaged in a cost-effective manner equivalent to standard commercial quality. Elaborate art work, expensive paper and bindings are neither necessary nor desired.

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SECTION E – INSPECTION AND ACCEPTANCE

Inspection of Deliverables by the Government:

The Contracting Officer or Contracting Officer's Representative (COR) will inspect each deliverable within 30 business 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 COR 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 COR may also conduct evaluations to check compliance with the contractor's approved quality control plan.

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SECTION F – DELIVERIES OR PERFORMANCE

Other Contract Requirements

Places of Performance:

The Contractor shall perform work primarily in its own offices or in the field. Performance may occasionally occur in Washington, D.C. or Kansas City, MO.

Period of Performance:

The period of performance for this contract is a base period of one year. There are four, twelve-month optional periods that the Government may exercise. Each individual task order shall have its own period of performance that needs to allow for at least a minimum of 30 calendar days review for the Government for each deliverable specified in the order.

Delivery Schedule:

The delivery schedule will be outlined in each task order. Any deliverable schedule needs to take into consideration the 30 calendar days Government review period so that the schedule accommodates the review period while minimizing disruption to the remaining delivery due dates.

Report Style:

Reports submitted as deliverables 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>).

Format for Submittal of Deliverables:

The format for submitting deliverables will be detailed in each Task Order.

Monthly Progress Reporting:

The Contractor shall provide a single monthly progress report by the 15th of each month. The information needs to be segregated so that each task order has its own section, combining all activities covered under this contract. The contractor shall account for any time expended in preparing each respective section of the monthly report against the respective section of the monthly report against the respective task order for that section. These sections shall address progress on the contract work requirements, as they occur. The reports shall also include trip descriptions and significant meetings held or attended in performance of this contract. These items shall be sufficiently detailed to allow the COR to determine that the work efforts and level of progress are satisfactory. The report must also contain whether or not there was any event or occurrence which will give rise to a request for equitable adjustment. For example, the report shall display hours expended by key personnel by phase and task. This is for quality assurance purposes, not necessarily for invoice payment or cost tracking purposes. Payment of the monthly invoices for the current task orders is contingent upon delivery of the monthly progress reports to the COR and CO.

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52.242-15--Stop-Work Order (Aug. 1989) is incorporated by reference.

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SECTION G – CONTRACT ADMINISTRATION DATA

Points of Contact:

Contracting Officer:

Melissa Onyszko
381 Elden Street, Suite 4000
Herndon, VA 20170
Phone: 703-964-3638
Email: Melissa.onyszko@nbc.gov

Contract Specialist:

Denise Carrio
381 Elden Street, Suite 4000
Herndon, VA 20170
Phone: 703-964-3631
Email: Denise_carrio@nbc.gov

Contracting Officer's Representative:

To Be Determined at Time of Award

Invoices (applies at the task order level):

The Contractor shall bill upon acceptance of the deliverables indicated in the delivery table.

Invoices shall include, as a minimum, the following general information:

- Contractor name
- Contractor address
- Contract No./Order No.
- Purpose of the Invoice
- Billing Period for the services performed
- Description of deliverable
- Travel Expenses (if applicable) to include a travel expense report containing the following information at a minimum: inclusive dates of travel, location, names of traveler(s), itemized list of expense
- Receipts for single travel expenditure exceeding \$75

For Firm-Fixed-Price orders include in addition to the general information above:
Price of Deliverable

For T&M/LH orders include in addition to the general information above:
Personnel Name
Labor Category Rate
Hourly Rate
Number of Hours Incurred for the billing period and cumulative to date for both prime and subcontractor employees

Payment of invoices is subject to receipt of each Monthly Report by the COR. Invoices will be paid upon approval and acceptance by the Government COR and CO.

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The Contractor shall submit all invoices to www.ipp.gov in accordance with the instructions provided in the contract.

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

Key Personnel:

The Contractor agrees to assign to the contract, those key persons whose resumes were submitted as required to fill the terms of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

Should it become necessary for the contractor to substitute personnel for any reason, the Contracting Officer and COR must be notified, in writing, with a proposed plan of action. The Contracting Officer and COR will review the request and promptly notify the contractor of approval or disapproval.

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 COR.

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. Unless prior written approval is obtained from the Contracting Officer, the following restrictions shall also apply:

The Contractor shall maintain the confidentiality of all data provided by RMA, all analyses and the results of such analyses conducted under this contract, all programs, models, formulas, graphs, charts, and any other document or information used (excluding Contractor's or Subcontractor's pre-existing programs, models, formulas, techniques, information, etc.), created or generated through the performance of any task under the contract. 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 the RMA data and any analysis results derived from this contract 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 or Subcontractors needing such information to perform the work provided herein, i.e., on a "need to know" basis. 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.

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.

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Section 508 Compliance Requirements:

To ensure that everyone with disabilities has access to and use of information and data, comparable to that of the employees and members of the public without disabilities, all deliverables must meet the standards regulated by Section 508 of the Rehabilitation Act of 1973, available at: <http://www.section508.gov>.

All electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards of 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973. Furthermore, all deliverables:

1. Shall be submitted in Portable Document Format (PDF)
2. Shall be error-free when checked on these accessibility factors:
 - a. Alternative descriptions provided
 - b. Text language is specified
 - c. Reliable character encoding is provided
 - d. All content is contained in the document structure
 - e. All form fields have descriptions
 - f. Tab order is consistent with structure order
 - g. List and table structure is correct

Additional 508 Compliance Requirements Assistance

The following information contains a few salient excerpts from the RMA Web Content Team's Section 508 Training Manual. This information is not intended to be all-inclusive.

- Images
 - All images must be “tagged” with “alternative text” – also known as an “alt tag” so screen readers can describe the image to someone who cannot physically see the image.
 - A section 508 compliant alt tag should contain a description of the image as opposed to simply the name of the image.
- Maps, Charts, and Graphs
 - Maps, charts, and graphs communicate complex visual information usually generated from spreadsheets or database tables. All maps, charts, and graphs must be accompanied with the original text-based tables(s) from which they were generated.
 - The tables must be text-based (also called OCR or Optical Character Recognition) and not images (scanned as graphics or image files). Columns and headers in the tables must be clearly labeled.
 - Alt tags are not acceptable to describe the contents of maps, charts, graphs, or tables.
- Creating 508 Compliant PDF Documents
 - The steps taken to create a 508 compliant PDF begin in the software program used to create the document. Documents that are 508 compliant can be successfully achieved. Using Microsoft Office and/or Adobe Acrobat Professional. There are subtle differences between MS-Word 2007 format (.docx) and MS-Word 2007 with 97-2003 compatibility format (.doc).

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Government Furnished Information/Resources

Government Furnished Documentation:

The Contractor may access RMA's public website at www.rma.usda.gov for information pertaining to existing crop policies, underwriting and loss adjustment procedures, data reporting requirements, and other publicly accessible information. Any information not available through the website but is considered necessary may be requested through the COR. Following is a list of website addresses that the Contractor may use for this contract. This list is not intended to be all-inclusive.

- a. RMA's Public Website: <http://www.rma.usda.gov/>
- b. Basic Provisions and Catastrophic Risk Protection Endorsement: <http://www.rma.usda.gov/policies/2008policy.html>
- c. The Federal Crop Insurance Act: <http://www.rma.usda.gov/aboutrma/>
- d. Risk Management Agencies Regional Office State Directory: <http://www.rma.usda.gov/aboutrma/fields/>
- e. Risk Management Agencies, Agent Locator/Insurance Providers Listing: <http://www3.rma.usda.gov/tools/agents/>
- f. Summary of Business: <http://www.rma.usda.gov/data/>
- g. Data Acceptance System Appendix III: <http://www.rma.usda.gov/data/m13>
- h. The Actuarial Document Browser: <http://www.rma.usda.gov/tools/adb.html>
- i. Bulletins and Handbooks: <http://www.rma.usda.gov/handbooks/>

Government Furnished Data:

The contractor shall provide RMA detailed requests of RMA datasets and RMA will furnish them within 30 business days after contract award. If the requested data sets require contractor revision, RMA will cooperate with the contractor to avoid excessive or unnecessary delays of any contract deliverable.

Government Furnished Resource:

RMA personnel knowledgeable about specific subjects or topics will be made available for consultation by telephone or electronic mail. The contractor shall submit all resource requests to the COR.

Government Furnished Facilities:

RMA will furnish appropriate facilities if the Contractor provides oral presentations to RMA personnel.

Contractor Furnished Resources

Contractor Furnished Items:

The contractor shall provide all materials required to perform the contract, beyond Government furnished information or resources described above.

Data Rights:

In accordance with FAR Clause 52.227.17, the government has unlimited rights regarding the work effort produced by the contractor for reports, rating and pricing methodologies, computer code and spread sheets that are developed under the work product to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and have the rights to grant others permission to utilize the work produced.

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OTHER DIRECT COSTS/TRAVEL

Each task order will have its own not to exceed ceiling for ODCs and travel, as applicable.

Other Direct Costs (ODCs) may be required for this task. The Contractor is limited to purchasing only those items that were submitted in their proposal/task order quote and indicated as ODCs. Any request for ODCs that were not originally proposed must be submitted in writing to both the COR and the Contracting Officer CO well in advance of the date that the ODC is required. The request must include the proposed price, all supporting documentation necessary to support a determination that the price is “fair and reasonable,” and an explanation regarding the need for the ODC. The price of the item shall not exceed both the Contractor’s sale price to its most-favored customer. This does not apply to travel costs.

Contractor personnel shall perform task travel, in accordance with the needs of the task schedule and as described in the Task Order. The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COR under this effort. All travel shall be approved and documented, by the COR, prior to commencement of travel arrangements. The Contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal Acquisition Regulation 31.205-46. Contractor shall utilize economy class for airfare and car rental. Travel originally not proposed must be approved by the CO since it normally results in an increase in the amount of incurred costs under the contract. Travel costs with proper documentation (e.g., receipts, copy of credit card statement, etc.) must be submitted with the invoice for contractor reimbursement.

CONFLICT OF INTEREST

In order to avoid an organizational conflict of interest and attempt to ensure an objective and unbiased evaluation, any person or entity who at the time of the Contractor’s submission of an offer or any time thereafter is or was involved with the development of the rating or pricing for a specific Actual Revenue History crop insurance program under review shall not be eligible to participate as a prime Contractor or subcontractor in the performance of an order for the actual review for the rate and price making for the Actuarial Revenue History Crop Insurance program.

Further, any individual, Contractor or subcontractor who worked in the performance of this Contract or any order may be deemed ineligible to participate in additional or future Contracts resulting from the recommendations for the program.

ORGANIZATIONAL CONFLICT OF INTEREST

a) It is the intent of this Agency to avoid awarding Contracts and orders that could create potential conflicts of interest. Such a situation could occur in the execution of this Contract or any associated orders when the Contractor or any subcontractors were involved in the development of the rating and pricing for a specific Actual Revenue History crop insurance program. Such

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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 or any associated 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 or any subcontractor 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 proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest.

e) Remedies - The Contracting Officer may terminate this contract and/or any 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 contract and/or order for cause, debar the contractor from Government contracting or pursue such other remedies as may be permitted by law or this contract and/or any 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.

CERTIFICATION AND DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST

This certification will be completed by the contractor at the task order level when it is included in the task order Request for Quote.

(a) This is a "nonpersonal services contractor, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as

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independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative, as is necessary to ensure accomplishment of the contract objectives.

(b) As described below and in the Organizational Conflict of Interest clause 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 (manufacture, 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:

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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 (manufacture, financial, sale/resale 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, are fully disclosed and are attached and formatted to show:

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

SIGNATURE:

DATE:

NAME:

ORGANIZATION:

TITLE:

(End of Provision)

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SECTION I – CONTRACT 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):

FAR Clauses: <http://farsite.hill.af.mil/vffara.htm>

(End of Clause)

FAR CLAUSES INCORPORATED BY REFERENCE

52.212-4 -- Contract Terms and Conditions -- Commercial Items. (Feb 2012)

52.212-4 (ALT I) -- Contract Terms and Conditions -- Commercial Items. (Aug 2012)

52.215-8 -- Order of Precedence -- Uniform Contract Act (Oct 1997)

52.216-31 -- T&M/LH Proposal Requirements -- Commercial Item Acquisition (Feb 2007)

52.222-49-- Service Contract Act - Place of Performance Unknown (May 1989)

52.227-17 -- Rights in Data -- Special Works. (Dec 2007)

FAR CLAUSES INCORPORATED BY FULL TEXT

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (NOV 2012)

(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:

[Contracting Officer check as appropriate.]

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).

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___ (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 (Jun 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 (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 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' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 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).

___ (11) [Reserved]

___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (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.

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

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(15) (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 (July 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19) (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.

(20) 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).

(21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

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___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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.)

___ (35) (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.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37) (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.

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 X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

 (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

 (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

 (ii) Alternate I (Mar 2012) of 52.225-3.

 (iii) Alternate II (Mar 2012) of 52.225-3.

 (iv) Alternate III (Nov 2012) of 52.225-3.

 (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

 (42) 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).

 (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (45) 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)).

 (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

 (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

 (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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___ (51) (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.]

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

X (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.*).

X (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 (Sep 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.

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(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—

(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).

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(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 (Jul 2012).

(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)

52.216-18 – Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued from date of award and will have an end date not exceeding 6 months past the end date of the most recent exercised option/period of performance under the ID/IQ.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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(End of Clause)

52.216-19 -- Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$0, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$3,500,000;

(2) Any order for a combination of items in excess of \$3,500,000; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 -- Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be

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required to make any deliveries under this contract 6 months past the end date of the most recent exercised option/period of performance under the ID/IQ.

(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. **Therefore, the rates utilized for this option will be those same rates being utilized during the period at which the notification of extension is provided to the contractor.** 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 prior to the start of the Option, with preliminary written notice of intent to extend at least 30 calendar days before the contract expires.

(End of Clause)

52.217-9- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days prior to the start of the Option, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months, including the Option Period included in 52.217-8.

(End of Clause)

52.222-42 – Statement of Equivalent Rates for Federal Hires (MAY 1989)

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

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Project Director – 0340 EX-Level II	\$85.10
Lead Actuary – 1510 EX Level I	\$94.57

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Lead Underwriter – 1163 EX Level I	\$94.57
Principal Investigator – 1805 EX Level II	\$85.10
Research Analyst III – 1515 EX Level II	\$85.10
Research Analyst II – 1515 EX Level IV	\$73.65
Research Analyst I – 1515 GS15	\$53.73
Financial/Cost Analyst I – 1160 EX Level I	\$68.99
Technical Editor – 1083 GS12	\$32.51
Document Specialist/Clerk – 0326 GS11	\$27.12

(End of Clause)

52.232-99 - Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)(AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

52.244-2 – Subcontracts (Oct 2010)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

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(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

All subcontractors other than those evaluated at the time of award.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

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(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

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AGAR 452.209 – 71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

(a) This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Department of Interior may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739.

(End of Clause)

**DIAPR 2010-14 Amendment 1
Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

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(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

Conflict of Interest Certification:

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exists, the contractor employee, through the contract Project Manager, shall be required to sign the Conflict of Interest Certificate attached to the contract:

1452.204-70 - Release of Claims – Department of the Interior (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

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(End of clause)

1452.201-70 - Authorities and Delegations (SEP 2011)

- (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.
- (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.

(End of clause)

1452.203-70 Restriction on Endorsements – Department of the Interior (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the

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Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (SEP 2006)

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.

The contractor shall include this provision in all subcontracts for contractor support services under this contract.

Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (September 2011)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

See Section G – Invoices, and Section H – Other Direct Costs/Travel

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

(End of Local Clause)

AQD Services Greening Clause

- A) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Documents in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contract, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

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- B) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double-sided copying, and the use and purchase of 30% post consumer content white paper to meet the intent of FAR 52.204-4, Printing/Copying Double-Sided on Recycled Paper.

(End of Local Clause)

LIMITATION OF FUNDS AND COST

THIS ONLY APPLIES FOR T&M/LH ORDERS OR PORTIONS OF ORDERS

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

TO BE NOTED IN RESPECTIVE TASK ORDER.

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,

The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,

The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the

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Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

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SECTION J - ATTACHMENTS

- 1) Statement of Work for Task Order 1
- 2) Client Authorization Letter
- 3) Contractor Past Performance Questionnaire
- 4) Labor Category List
- 5) Conflict of Interest Certification (for post-award)

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SECTION K – REPRESENTATIONS & CERTIFICATIONS

52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (Dec 2012)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.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,” as used in this section, 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). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“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;

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- (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.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

“Small business concern” means a 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.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“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 the 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 --

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(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 accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation 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 electronically on ORCA.*]

(c) Offerors must complete the following representations when the resulting contract is to 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, 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, is not a veteran-owned small business concern.

(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

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provision.] The offeror represents as part of its offer that it is, 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 is, 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 is, 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 for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program 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, 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)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses 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.

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

(ii) *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: _____.]

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(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 is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 is, 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 has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It has developed and has on file, 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 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 U.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

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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, Panamanian, 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

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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, Panamanina, 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, Panamanian, 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) or 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.

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(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:

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, 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”:

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

Line Item No.:	Country of Origin:

[List as necessary]

(5) *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)(5)(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:

[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.

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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; and

(3) Are, 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) Have, 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

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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 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 Product:

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 is 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.

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(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) 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) 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 does 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 does 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 monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of

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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.

(l) *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 (l)(3) through (l)(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;

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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 _____

(5) Common parent.

Offeror is not owned or controlled by a common parent:

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.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) 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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do 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.

1452.215-71 Use and Disclosure of Proposal Information – Department of the Interior (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposal / quotes include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

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(b) If the Offeror, or its subcontractor(s), believes that the proposal / quote contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal / quote shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal / quote constitutes trade secrets or confidential commercial and financial information which the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law. The Offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal / quote, except that if a contract is awarded to the Offeror as a result of or in connection with the submission of the proposal / quote, the Government shall have the right to use the information to the extent provided in the contract."

(c) The Offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal / quote on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the Offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal / quote."

(d) Information in a proposal / quote identified by an Offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal / quote, except that (i) if a contract is awarded to the Offeror as a result of or in connection with submission of the proposal / quote, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal / quote identified as trade secret information or confidential commercial and financial information, full consideration will be given to the Offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The Offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the Offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the Offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal / quote if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal / quote not marked in accordance with paragraphs (b) and (c) of this provision, the Offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an Offeror to mark information contained in a proposal / quote as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the Offeror had intended to mark, but that markings were omitted from the Offeror's proposal / quote due to clerical error.

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AGAR 452.209 – 70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) The Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal or State law in the 24 months preceding the date of offer.

(3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES

52.252-1 -- Solicitation Provisions Incorporated 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):

FAR: <https://www.acquisition.gov/FAR/>
 Department of Interior: http://www.ecfr.gov/cgi-bin/text-idx?sid=50def0b876ad2ef1f411be79c91366eb&c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl

(End of Provision)

52.212-1 -- Instructions to Offerors -- Commercial Items. (Feb 2012) is incorporated by reference.

FAR PROVISION INCORPORATED BY FULL TEXT

52.212-1 ADDENDUM to Instructions to Offerors - Commercial Items

The codes for this requirement are as follows: NAICS code Number 524298 entitled "All Other Insurance Related Activities" with a size standard of \$7.0 million, and Product Service Code R410 "Support-Professional: Program Evaluation/Review/Development"

Offeror agrees to hold the prices in its offer firm for at least 120 calendar days (52.212-1 (c)).

Offeror shall submit one offer and is not encouraged to submit multiple offers (52.212-1 (e)).

GUIDELINES FOR REQUEST FOR PROPOSAL

Request for Proposal (RFP), solicitation Number D13PS00058

The US Department of Interior, through Acquisition Services Directorate (AQD), is issuing this solicitation as a RFP on behalf of USDA/RMA. This RFP is being issued pursuant to Federal Acquisition Regulation (FAR) Part 12.6, 15 and 16.5. This requirement is for the purpose of entering into one IDIQ contract and associated Task Order 1 for the purposes of obtaining the deliverables and services stated in the statements of work. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-62.

Acquisition Services Directorate operates as a Federal Franchise Fund Contracting Office under the authority of the Government Management Reform Act and provides contracting support to Federal Civilian and Department of Defense Agencies. AQD will handle the solicitation and resultant contract administration, as well as payment of invoices.

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RFP DUE DATE:

The due date for response to this RFP at the addresses specified below is on or before ~~210:00 APM ET January 22~~ **February 4, 2013**. Each volume shall be clearly marked by Volume Number and Title. It is the responsibility of the offeror to get their submission in on time and ensure successful delivery to the Government. Submission shall be via e-mail to Contracting Officer Melissa Onyszko at Melissa_onyszko@nbc.gov and Contract Specialist Denise Carrio at Denise_Carrio@nbc.gov.

RFP QUESTIONS:

Offerors must submit all technical questions concerning this solicitation in writing by e-mail to the Contracting Officer, Melissa_Onyszko@nbc.gov and Contract Specialist Denise_Carrio@nbc.gov. All questions must be submitted via e-mail, and received no later than **12:00 PM Eastern Time (ET) on January 10, 2013**. 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.

NOTE: Due to email server and pipeline limitations, please limit the size of each email with attachments to 10MB.

INSTRUCTIONS

Your Proposal must include the following information on the title page of each volume submitted for both the IDIQ and Task Order 1:

- A. Tax identification number (TIN)
- B. Dun & Bradstreet Number (DUNS)
- C. Complete Business Mailing Address
- D. Contact Name
- E. Contact Phone
- F. Contact Fax Number
- G. Contact email address
- H. RFP number and project title
- I. Acknowledgement of all amendments to the solicitation

Offerors must also ensure that their firm is registered with the System For Award Management (SAM). For information, refer to <http://www.sam.gov>.

Offerors shall submit responses as follows:

The proposal must be submitted in volumes, as indicated: 1) Technical for IDIQ, 2) Past Performance for IDIQ, 3) Price for IDIQ; ~~4) Subcontracting Plan for IDIQ (only applies to large business offerors); 45)~~ Technical for TO 1; ~~56)~~ Price for TO 1. No pricing information should be included in the non-price volumes. Any pricing information included in the non-price volumes will be removed prior to the technical evaluation team receiving the technical responses. Section M of the solicitation indicates the relative importance of evaluation factors.

Technical Proposals Format:

Technical proposals are limited to 30 pages total (10 pages for Task Order 1), 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.

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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 offer shall be submitted in Microsoft Word™, Excel™, and Project™, Adobe Acrobat (pdf) as appropriate. The Government will not count the following documents toward the page limit:

- Charts, Tables and Graphs (when on separate pages);
- Letter of Transmittal (cover letter);
- Title Pages;
- Divider Pages;
- Table of Contents; and
- List of Exhibits

The page limits applying to the Technical Volume excludes any attachments/appendices (Completed provisions, resumes)

VOLUME 1 – TECHNICAL APPROACH FOR IDIQ

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

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

- An explanation of the steps the offeror would take to accomplish the tasks outlined in the statement of work;
- An explanation describing how the offeror would undertake any analysis necessary for the tasks identified in the statement of work.
- An explanation of how the offeror proposes to obtain the information needed to conduct the research for the tasks outlined in the statement of work.
- An explanation of how the offer would address a limited data scenario when determining premium rates and expected yields.

Key Personnel: A list of key personnel (those who would have primary responsibility for performing and/or managing the effort, including subcontractors) and their qualifications and specific experience in current Federal Crop Insurance actuarial methodologies and agronomic risks, including specific experience regarding the evaluation or development of actuarial methodologies used for area-based plans of insurance (e.g. GRP and GRIP) and individual-based plans of insurance (e.g. COMBO); and specific organizational experience for previous work of this nature that the key personnel or organization have performed within the last five (5) years. Individual team member listed shall be limited to one page, utilizing at least 12-point font.

Quality Control Plan:

A Quality Control Plan that details how you will identify and maintain quality standards, keep the project on time during each task, and monitor and report task progress. The plan should include 1) a method to monitor and report task progress, 2) a detailed narrative specifying the quality control progress flow including who reviews, rejects, or accepts work and how that information is reported, stored, and processed, and 3) what corrective actions will be taken to meet deliverable due dates if the task is off schedule.

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Offerors shall submit the completed 2012 Appropriations Restrictions Certification forms and completed FAR 52.212-3. If the offeror's Representations and Certifications are registered on the SAM website, it must be indicated in the IDIQ technical volume of the offer.

Non-price Assumptions and Conditions:

- The offeror shall detail all technical assumptions and conditions upon which the offeror's submittal is based. If no assumptions or conditions are taken by the contractor, this section should include the statement, "No assumptions or conditions are taken."

VOLUME 2 -- PAST PERFORMANCE FOR IDIQ

The offeror shall 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 the IDIQ Statement of Work.
- Include the following information:
 - Project title and description;
 - Contract number, type of contract, and amount;
 - Government agency or organization;
 - COR's name, address and telephone number;
 - Current status; (e.g. completed and/or if in progress, start and estimated completion dates.)
 - Key personnel (highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)
 - Any issues that occurred and how they were resolved.
 - A brief narrative of why you deem the reference to be relevant to this effort and the SOW paragraph to which the reference applies.

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. If a Contractor does not have a record of relevant past performance information they will not be evaluated favorably or unfavorably and be provided a neutral rating.

Past Performance Questionnaires: A past performance questionnaire is attached to the solicitation. The Offeror is responsible for transmitting and providing the questionnaire to its references. Upon a completion of the questionnaire, the reference should send the questionnaire to Contracting Officer and Contract Specialist.

For each source of past performance, the offeror shall send a Client Authorization Letter (attached to the solicitation) giving consent for the client to respond to inquiries by Acquisition Services Directorate regarding the offeror's past performance. Copies of each Client Authorization Letter sent shall be included in the Past Performance Volume. **The due date for submission of the past performance questionnaires is noted on the Past Performance Questionnaire attached to this solicitation.**

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AQD encourages offerors to provide past performance questionnaires to references at least a week prior to the proposal due date in order to ensure that the reference(s) have time to submit completed questionnaires.

Risk Management Agency (RMA) may have an offeror's Past Performance Information (PPI) on file to review if the offeror has had previous contracts with RMA. If the offeror is unsure if RMA has PPI on file, the offeror can e-mail the CO at Melissa_Onyszko@nbc.gov, to obtain a list of RMA past performances for the respective offeror. Alternatively, if the offeror is unsure of the past performance held by RMA or if they have not had contracts with RMA in the past, offerors shall ensure they send the past performance questionnaires.

VOLUME 3 -- PRICE PROPOSAL FOR IDIQ

The price proposal shall be separate from the technical proposal. Offerors shall indicate the labor categories titles, descriptions, and rates proposed for each IDIQ period of performance (base and four optional periods). Offerors shall provide a cross-walk showing how their labor categories align with the labor category titles in Attachment 4 entitled "Labor Category List." Offerors shall indicate any labor categories affected by the Service Contract Act. Identify information as required by FAR 52.216-31. Provide information as required by FAR 52.244-2 if planning on subcontracting. Identify if indirect rates will be applied to Other Direct Costs/Travel for each period of performance, and the basis for those rates. Offerors shall submit a copy of their rate agreement with their cognizant audit agency. If the offeror does not have a cognizant audit agency, and intends on utilizing indirect rates throughout the contract period, it must indicate as such in the price volume.

Price Assumptions and Conditions:

The offeror shall detail all price assumptions and conditions upon which the offeror's submittal is based. If no assumptions or conditions are taken by the Contractor, this section should include the statement, "No assumptions or conditions are taken."

NOTE: In an effort to receive the highest quality solution at the lowest possible price the Government highly encourages offerors to provide discounts on services for this requirement.

The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives at a fair and reasonable price which represents the best value to the Government. The Government intends to make a single award. Partial proposals will not be accepted.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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VOLUME 4 – SUBCONTRACTING PLAN

~~APPLIES ONLY TO LARGE BUSINESS OFFERORS; SMALL BUSINESS OFFERORS ARE NOT REQUIRED TO SUBMIT INFORMATION~~

~~Large Business offerors shall submit a subcontracting plan following the format identified in FAR 19.704. Offerors shall demonstrate how they intend on meeting two out of the five following subcontracting goals for USDA:~~

Small Business	5%
Small Disadvantaged	1%
Woman Owned	4.1%
HUB-Zone	1%
SDVOSB	1%

~~The technical evaluation team will not see offeror's subcontracting plan; therefore, any information pertaining to an offeror's technical approach must be discussed in the corresponding section of the technical proposal.~~

VOLUME 45 – TECHNICAL FOR TASK ORDER 1

TECHNICAL/KEY PERSONNEL/PROJECT MANAGEMENT PLAN

1. Technical Approach

The offeror shall provide a technical approach of the work it intends to accomplish for the specific task order. This should outline the steps it intends to take in order to complete the task order.

2. Key Personnel

A list of key personnel (those who would have primary responsibility for performing and/or managing the effort, including subcontractors). Indicate which are subcontractors. If key personnel are different than those quoted as key personnel under the IDIQ, the offeror shall provide the qualifications and specific experience for each key person; and the specific organizational experience for previous work of this nature that the key personnel or organization have performed within the last five (5) years. Individual team member listings shall be limited to one page, utilizing at least 12-point font.

3. Project Management Plan containing:

A Work Breakdown Structure (WBS) organized around the contract deliverable, and identifying work activities (tasks) down to the work package level, and labor resource estimates (categories and hours) assigned to each task. The delivery schedule, which shall identify the number of calendar days the deliverable is due to RMA, from contract award or project start date. The delivery schedule must take into consideration the 30 calendar day RMA review period. The contractor shall also provide the number of productive hours each skill type will devote to quality control.

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ASSUMPTIONS AND CONDITIONS:

The offeror shall detail all non-price assumptions and conditions upon which the offeror's submittal is based. If no assumptions or conditions are taken by the Contractor, this section should include the statement, "No assumptions or conditions are taken."

VOLUME 5 – PRICE FOR TO 1

The Price proposal must include a price breakdown which includes not only the total contract price, but also shows the labor categories, labor rates, other direct costs, travel expenses and miscellaneous or material costs for deliverables and major components of deliverables in order to facilitate the Government's assessment of price realism and performance risk. Identify if indirect rates will be applied to Other Direct Costs/Travel.

The price proposal must include the following:

- Prices for all work identified in the solicitation. 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 and major components of deliverables in order to facilitate the Government's assessment of price realism and performance risk.
- Subcontractors, Consultants, and Subject Matter Experts (SME's): Each offeror's written price proposal shall contain the following information for each subcontractor, consultant, and SME that will provide work under this Task Order 1:
 - Name of the company or individual;
 - Type of work, hourly rate, and number of hours;
 - Total cost to the Government
 - Completed Subcontracting Percentage Worksheet

Payment Schedule: Offerors shall propose a payment schedule suitable for the type of contract proposed. The proposed payment schedule may correspond to actual deliverables submitted under the contract. The resultant contract type will be firm-fixed-price with cost reimbursable ODCs.

ASSUMPTIONS AND CONDITIONS:

The offeror shall detail all price assumptions and conditions upon which the offeror's submittal is based. If no assumptions or conditions are taken by the Contractor, this section should include the statement, "No assumptions or conditions are taken."

SUBCONTRACTING PLAN:

In the event the apparent successful offeror is a large business in the NAICS code for this acquisition, it will be required to submit a subcontracting plan prior to award. The subcontracting plan shall follow the format identified in FAR 19.704. The offeror shall demonstrate its plan for attempting to meet two out of the five following subcontracting goals for USDA:

Small Business 3%

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Small Disadvantaged 1%

Woman Owned 1%

HUB Zone 1%

SDVOSB 1%

52.233-2 -- Service of Protest. (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Melissa Onyszko at the Department of the Interior, National Business Center, Acquisition Services Directorate in Herndon, VA.

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

(End of Provision)

DIAR 1452.233-2 Service of Protest -- Department of the Interior (JUL 1996) (DEVIATION)

A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Acquisition and Intellectual Property, 1849 C Street, NW, Room 6456, Washington, D.C. 20240.

(End of Provision)

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SECTION M – EVALUATION FACTORS FOR AWARD

FAR PROVISION INCORPORATED BY FULL TEXT

52.212-2 EVALUATIONS – COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract 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. The Government will utilize the tradeoff process referenced in FAR 15.101-1 entitled “Tradeoff Process” to award the IDIQ contract and Task Order 1.

Evaluation factors for the solicitation are weighted, as follows:

Technical Approach/Key Personnel (IDIQ): 50%

Quality Control Plan (IDIQ): 10%

Past Performance (IDIQ): 10%

Technical Approach/Key Personnel (Task Order 1): 20%

Project Management Plan (WBS & Deliverable Schedule) (Task Order 1): 10%

The Government considers evaluation factors other than cost or price, when combined, significantly more important than cost or price. But as evaluation factors other than cost or price approach parity, price will become more important. Notwithstanding this, the realism of proposed prices will be evaluated as a reflection of the offeror’s understanding of the requirements. Pricing that is not realistic may constitute a performance risk to the Government in terms of quality and ability to meet delivery schedules.

TECHNICAL APPROACH/KEY PERSONNEL FOR IDIQ:

This factor evaluates the offeror’s Technical Approach for conducting the necessary tasks outlined in the Statement of Work, which are identified in the IDIQ instructions above. Aspects that will be considered include knowledge of the actuarial practices of the Federal Crop Insurance Corporation, knowledge of the various crop insurance programs that RMA offers, how the offeror plans to conduct the research including the analytical rigor, depth of research quoted, use of resources, and practicality. Key Personnel will be evaluated based on the individual skills, education, and experience of the key personnel proposed for this project.

QUALITY CONTROL PLAN FOR IDIQ:

Proposals will be evaluated on the Contractor’s Quality Control Plan. The government is looking for the Contractor that provides a quality control plan that will ensure the most effective, efficient and optimal technique to meet the solicitation’s goals, objectives, and requirements.

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PAST PERFORMANCE FOR IDIQ:

The Government will also evaluate the quality of previous work products the Offeror and its key personnel have produced on efforts similar to the requirements within this statement of work and the organization's history of successful completion of projects; history of producing high-quality reports and other deliverables; history of staying on schedule and within budget; the organization's specific experience working with clients in the business of evaluating crop insurance programs or similar programs; and, the offeror's history of offeror's complying with subcontracting plan goals for small disadvantaged businesses. The currency and relevance of information, source of the information, context of the data, and general trends in contractor's performance will be considered. 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.

The Government will also obtain past performance information using the Past Performance Information Retrieval System (PPIRS), from historical past performance information on file, use the Past Performance Questionnaire attached to the solicitation, and any other sources available for government reference.

In the event that an offeror does not have a record of relevant past performance or information on past performance is not available, the offeror will not be evaluated favorably or unfavorably; a neutral rating shall be assigned.

~~SUBCONTRACTING PLAN; REQUIRED ONLY FOR LARGE BUSINESSES:~~

~~The subcontracting plan will be evaluated to ensure that offerors: 1) submitted information as required by FAR 19.704; 2) demonstrated their intention to meet at least 2 out of the 5 goals listed below. SUBCONTRACTING PLANS ONLY APPLY TO LARGE BUSINESS OFFERORS. Offerors will be rated either acceptable or unacceptable.~~

Small Business	5%
Small Disadvantaged	1%
Woman Owned	4.1%
HUB-Zone	1%
SDVOSB	1%

TECHNICAL APPROACH/KEY PERSONNEL/PROJECT MANAGEMENT PLAN FOR TASK ORDER 1:

1. Technical Approach/Key Personnel: The government will evaluate the contractor's technical approach for the tasks outlined in the task order statement of work. The government will

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evaluate key personnel based on the individual skills, education, and experience of the key personnel quoted for this project.

2. Project Management Plan (WBS and Deliverable Schedule): Quotations will be evaluated on the work breakdown structure, and the quoted delivery schedule. The government is looking for a work breakdown structure and delivery schedule that demonstrates the most effective, efficient and optimal technique to manage the contract, and meet the goals, objectives, and requirements. The Government will also evaluate the number of productive hours each skill type will devote to quality control.

PRICE FOR IDIQ AND TASK ORDER 1:

The government will determine if the labor rates for each labor category and indirect rates or other multipliers proposed for the IDIQ are fair and reasonable.

For the quote submitted for the task order, the labor hours as quoted for the labor categories and rates, along with any indirect rates or other multipliers (as proposed in the IDIQ) will be evaluated to ensure they are those quoted for the IDIQ. The price quote for the order will be evaluated in conjunction with the offeror's approach to determine if the labor hours per labor category are appropriate and if the price is realistic and fair and reasonable based on the offeror's approach. The Government will evaluate the travel and other direct costs to ensure the stated amount is fair and reasonable.

SUBCONTRACTING PLAN:

In the event the apparent successful offeror is a large business in the NAICS code for this acquisition, it will be required to submit a subcontracting plan prior to award. The subcontracting plan will be reviewed in accordance with FAR 19.705-4 to ensure that the apparent successful offeror: 1) submitted information required by FAR 19.704; and 2) demonstrated its plan for attempting to meet two out of the five following subcontracting goals for USDA:

Small Business 3%

Small Disadvantaged 1%

Woman Owned 1%

HUB Zone 1%

SDVOSB 1%

End of Part (a)

(b) Optional periods for the IDIQ include: 1) four, one-year options in accordance with FAR 52.217-9, and 2) one, up to six months, option period in accordance with FAR 52.217-8. Since the option under 52.217-8 would be exercised utilizing the rates being used when the contractor would receive notice of the Government's intent to exercise the option, evaluating the rates for the base period and the four, one-year options will serve as evaluation of the rates for the 52.217-8 option. The Government may determine that an offer is unacceptable if the option rates are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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ATTACHMENT 1

STATEMENT OF WORK

USDA Risk Management Agency

Statement of Work

For

*Analysis of County Yield Determinations and Related Topics for Area-Based
Crop Insurance Program –
Task Order #1*

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Section 1.0 General Information

All terms and conditions of the IDIQ contract will apply to the resultant task order.

1.1 Requiring Agency:

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

1.2 Task Order/IDIQ

All terms and conditions of the IDIQ contract apply to the resultant task order.

1.3 Contract Type Contemplated:

Firm Fixed Price with cost reimbursable ODCs.

Section 2.0 Work Statement

2.1 Objective:

The objective of this task order is to conduct a review of area-based crop insurance program data standards and associated impacts as it relates to modifications contemplated by RMA. This SOW provides the framework for these efforts, including the development of all materials necessary for RMA to administer any changes or modifications to the existing crop insurance program.

2.2 Scope:

This task order will involve submitting one report after the contractor conducts the necessary research to accomplish the specific tasks and work requirements listed. The work will involve data collection, review and analysis, and report writing.

2.3 Specific Tasks and Work Requirements: Task

Order against the ID/IQ

2.3.1 - Task 1:

RMA currently administers area-based crop insurance programs under the authority of the Federal Crop Insurance Act. These programs include GRP and GRIP, which operate as risk management tools insuring against countywide loss of yield or revenue. Paramount to the success of these programs is the availability of NASS county estimates. These estimates are the foundation from which yield expectations and premium rates are established. In recent years, changes to publication standards have limited NASS' ability to provide county estimates for a large number of counties. This precludes these areas from participation in the existing GRP or GRIP programs (or similarly designed programs of the future). One possible solution is the use of yield data collected by RMA from other crop insurance programs. However, GRP and GRIP program standards generally require a 30-year history of yields to establish yield expectations and premium rates. The contractor shall analyze the effects of varying program standards on the ability to produce actuarially sound yield expectations and premium rates under the payment function scenarios defined at the end of this section. The contractor will

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consider other methodologies in yield or premium rate establishment as necessary given the data available and the area-based program concept considered. The contractor will provide a technical report outlining their findings and recommendations.

In addition, the contractor shall perform the following specific tasks:

1. Review the existing data standards for area-based crop insurance programs, identifying the strengths and weaknesses of the existing approach.
2. Analyze the impacts of the various standards on determining expected yields and premium rates considering the payment function scenarios defined. For example, what are the impacts if the number of years of yield data included in the model is limited to 10, 15, or 20 years versus 30 years? Could reliable and actuarially sound premium rates and expected yields be determined under those scenarios?
3. Compare and contrast the GRP and GRIP rating methodology with the COMBO rating methodology and provide a comparison of differences in methodology as well as (simulated) premium rates derived from these methodologies.
4. Provide a recommendation as to the optimal approach for establishing premium rates and expected yields given modifications to data standards and the payment function scenarios defined.

Payment Function Scenarios:

For yield based coverage:

$$PF = (0.90 - (\text{Final Yield} / \text{Expected Yield})) / (0.90 - x),$$

where x ranges from 0.50 to 0.85 in increments of 0.05 and $0 \leq PF \leq 1$.

For revenue based coverage:

$$PF = (0.90 - (\text{Final Revenue} / \text{Expected Revenue})) / (0.90 - x),$$

where x ranges from 0.50 to 0.85 in increments of 0.05 and Expected Revenue reflects the maximum of the harvest price or projected price and $0 \leq PF \leq 1$.

For revenue based coverage with the harvest price exclusion:

$$PF = (0.90 - (\text{Final Revenue} / \text{Expected Revenue})) / (0.90 - x),$$

where x ranges from 0.50 to 0.85 in increments of 0.05 and Expected Revenue reflects the projected price and $0 \leq PF \leq 1$.

2.3.2 - Task 2:

Another key component to area-based crop insurance programs is the actual yield for the given area from which indemnities are determined. Inability to calculate an actual yield for the specific area-based offer introduces many challenges and program vulnerabilities, especially in minor production regions. The contractor shall evaluate the use of other information for determining actual yields when the data necessary to establish the actual yield (or payment yield) is not reported or available for the given area-based offer. This evaluation shall include the use of neighboring county yield data, district level yield data (NASS reporting district and climate division designations), or other approaches identified by the contractor. Any approach investigated shall rely upon, in some form, the use actual yield observations (whether current or historical) to establish or impute the missing yield for a given area-based offer. The contractor shall provide a written report of findings with at least three options and a recommendation.

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2.3.3 - Task 3:

The existing methodology for determining expected yields under area-based program designs implicitly captures the effects of weather. The methodology also attempts to mitigate the effect extremely high or low annual yields have on the resulting yield expectation. However, data exists that may allow for a more direct control over the effects of weather, allowing for a more stable yield prediction. The contractor shall analyze the use of weather data in modeling expected yields in conjunction with or in lieu of the current area-based program expected yield determination methodology. To the extent practical, the contractor shall use weather data currently in use by RMA in other aspects of actuarial methodologies. The contractor shall provide a written report of findings, including a recommendation.

Section 3.0 Schedule of Work

3.1 Places of Performance:

The Contractor shall perform work primarily at its own offices.

3.2 Period of Performance:

Not to exceed 270 calendar days from the date of award.

3.3. Delivery Schedule

The contractor shall submit a Delivery Schedule to RMA that takes into consideration the 30 calendar days for the Government review period.

Deliverable No.	Type of Deliverable	Contract Type	Completion Period/Submission Due Date:
Task 1__	Written Report	FFP	Within 120 calendar days from contract award
Task 2	Written Report	FFP	Within 120 calendar days from contract award
Task 3	Written Report	FFP	Within 90 calendar days from acceptance of Deliverable 1 and 2

3.4 Travel Costs

Travel will not be required for this task order.

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Section 4.0 Other Requirements

4.1 Key Personnel:

The Contractor agrees to assign to the contract, those key persons whose resumes were submitted as required to fill the terms of the contract. No substitution or addition of personnel will be made except in accordance with this clause.

Should it become necessary for the Contractor to substitute personnel for any reason, the Contracting Officer and COTR must be notified, in writing, with a proposed plan of action. The Contracting Officer and COTR will review the request and promptly notify the Contractor of approval or disapproval.

CLIENT AUTHORIZATION LETTER

Dear "CLIENT":

We are currently responding to the US Department of Interior, Acquisition Services Directorate, RFQ No. D13PS00058 entitled "Actuarial Review." 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 Service Directorates' inquiries. Your cooperation is appreciated. Please direct any questions to (**Offeror's point of contact**).

Sincerely,

SIGNATURE:

DATE:

Contractor Past Performance Questionnaire

Upon a completion of the questionnaire, the reference should send the questionnaires to Contracting Officer, [Melissa Onyszko@nbc.gov](mailto:Melissa_Onyszko@nbc.gov) with a carbon copy to Contracting Specialist [Denise Carrio@nbc.gov](mailto:Denise_Carrio@nbc.gov). The due date for submission of the past performance questionnaires is on or before 10:00 A.M. ET on February 4, 2013.

Contract Data

Evaluation Type: Interim <input type="checkbox"/> Final <input type="checkbox"/> (check one)		
Evaluating Organization:	Reporting Period: From	To
Contracting Office:	Contract Number:	Order Number:
Contractor Name:		Contractor Address:
DUNS:	Country: USA	TIN:
Additional or Alternate Contractor Name:		
NAICS:	Commodity Code:	Contract Type:
Contract Award Date:	Contract Expiration Date:	Contract Value: \$
Requirement Description:		

Ratings

Please rate the contractor's performance by checking the number which corresponds to the rating for each rating category.

1. Quality of Product or Service, including:

- The degree of usefulness and value to the customer of the services and products delivered.
- The degree to which the key objectives and initial intent of the contract was met.
- Did the work products contain relatively few substantial deficiencies?
- Did the work products contain detailed, logical, and insightful analysis and recommendations, use of appropriate statistical methods, insight into potential program vulnerabilities, etc.?

Unsatisfactory Poor Fair Good Excellent Outstanding

Comments for Quality of Product or Service (Note: comments are required for Outstanding ratings—2,000 characters maximum):

2. Cost Control

Unsatisfactory Poor Fair Good Excellent Outstanding

Comments for Cost Control (Note: comments are required for Outstanding ratings—2,000 characters maximum):

3. Timeliness of Performance, including:

- The degree to which the key objectives and initial intent of the contract was met concerning agency program deadlines

Unsatisfactory Poor Fair Good Excellent Outstanding

Comments for Timeliness of Performance (Note: comments are required for Outstanding ratings—2,000 characters maximum):

4. Business Relations, including:

- Were requested corrections to deliverables quickly and correctly made, or satisfactorily explained?

Unsatisfactory Poor Fair Good Excellent Outstanding

Comments for Business Relations (Note: comments are required for Outstanding ratings—2,000 characters maximum):

Additional Information

Customer Satisfaction

Is/was the contractor committed to customer satisfaction? Yes No (Check one)

Would you recommend the selection of this firm again? Yes No (Check one)

Government Comments on Customer Satisfaction (2000 characters maximum):

Contractor Key Personnel

Contractor Manager/Principal Investigator (name):

Comment on Contractor Manager/Principal Investigator (2,000 characters maximum):

Contractor Key Person #2 (name):

Comment on Contractor Key Person (2,000 characters maximum):

Contractor Key Person #3 (name):

Comment on Contractor Key Person (2,000 characters maximum):

Subcontracts

Are subcontracts involved? Yes No (Check one)

Comment on subcontracts (2,000 characters maximum):

Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan? Yes No N/A (Check one)

If this is a bundled contract, did the contractor meet the goals and objectives for small business participation?

Yes No N/A (Check one)

Government Comments on Small Business Subcontracting Plan (2,000 characters maximum):

Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications? Yes No N/A (Check one)

Government Comments on Small Disadvantaged Business Goals (2,000 characters maximum):

Administration Information

Project Officer/COTR Name:

Phone:

Fax:

E-mail Address:

Contractor Representative Name:

Phone:

Fax:

E-mail Address:

Alternate Contractor Representative (Required to ensure that at least one person is notified of evaluation)

Name:

Phone:

Fax:

E-mail Address:

Contracting Officer Name:

Phone:

Fax:

E-mail Address:

Rating Guidelines

Quality of Product or Service

- 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.
- Poor** Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
- Fair** Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
- Good** There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
- Excellent** There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
- Outstanding** The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for 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".

Cost Control

- Unsatisfactory** Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, this level of ability to manage cost issues constitutes a significant impediment in consideration for future awards.
- Poor** Ability to manage cost issues requires significant Agency resources to ensure achievement of contract requirements.
- Fair** Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements.
- Good** There are no, or very minimal, cost management issues and the Contractor has met the contract requirements.
- Excellent** There are no cost management issues and the Contractor has exceeded the contract requirements, achieving cost savings to the Government.
- Outstanding** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where the contractor achieved cost savings and performance clearly exceeds the performance levels described as "Excellent".

Timeliness of Performance

- Unsatisfactory** Delays 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.
- Poor** Delays require significant Agency resources to ensure achievement of contract requirements.
- Fair** Delays require minor Agency resources to ensure achievement of contract requirements.
- Good** There are no, or minimal, delays that impact achievement of contract requirements.
- Excellent** There are no delays and the contractor has exceeded the agreed upon time schedule.
- Outstanding** The contractor has demonstrated an outstanding performance level that 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".

Business Relations

- Unsatisfactory** Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
- Poor** Response to inquiries and/or technical, service, administrative issues is marginally effective.
- Fair** Response to inquiries and/or technical, service, administrative issues is somewhat effective.
- Good** Response to inquiries and/or technical, service, administrative issues is consistently effective.
- Excellent** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
- Outstanding** The contractor has demonstrated an outstanding performance level that 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".

Attachment 4 - Labor Category List

Labor Category

Project Director

Lead Actuary

Lead Underwriter

Principal Investigator

Project Researcher

Task Manager

Insurance Underwriter III

Insurance Underwriter II

Insurance Underwriter I

Insurance Adjuster II

Insurance Adjuster I

Research Analyst III

Research Analyst II

Research Analyst I

Research Assistant

Financial/Cost Analyst II

Financial/Cost Analyst I

Training Specialist II

Technical Writer

Technical Editor

Document Specialist

Human and Organizational Syst. Anal.

Information Technology Specialist

Crop Specialist

National Crop/Livestock Segment Specialist

ATTACHMENT 5

CONFLICT OF INTEREST CERTIFICATION

TO: _____
Contracting Officer

THROUGH: _____
Contractor's Program Manager

FROM: _____
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

(Signature) _____

(Date) _____



Questions submitted for Solicitation Number D13PS00058 - Actuarial Review

1. Can the time to submit questions be extended, perhaps for an additional 7 to 10 days?

Proposal due date has been extended to 10 AM ET on February 4, 2013.

2. Is this contract similar to any existing or expired contract (since 2000) for actuarial services of crop insurance involving rating or pricing reviews for RMA?

No. RMA has previously contracted for reviews or analysis of various aspects of the crop insurance programs policies, procedures, and methodologies. The topics under this solicitation are not considered similar to previous efforts; however, RMA has publications of recent studies regarding crop insurance actuarial methodologies available for download or request at www.rma.usda.gov/pubs.

3. If so, what are the details on the scope and task orders under such contracts?

N/A (see response to Question 2)

4. Who are or were the contractors and subcontractors for such contracts?

N/A (see response to Question 2)

5. How long have such contractors or subcontractors been under one or more contracts for actuarial services for the RMA?

N/A (see response to Question 2)

6. Have any such current or previous similar contracts included requirements for a subcontracting plan to meet a set of subcontracting goals?

N/A (see response to Question 2)

7. Have existing contractors for actuarial services or other potential actuarial contractors been involved in discussions with the RMA about the scope of services contained in this solicitation, or about the actuarial issues concerning the rating or pricing of crop insurance as described in the solicitation, or similar issues?

RMA has not been involved in any discussions with any potential contractors for this solicitation.

8. Is the RMA aware of any documents, data or analyses that would be relevant to the actuarial issues concerning the rating or pricing of crop insurance as described in the solicitation, or similar issues? If so, where can those documents, data or analyses be obtained?

RMA is not specifically aware of any documents, data or analyses relevant to the solicitation; however, RMA has several publications regarding crop insurance actuarial methodologies available for download or request at www.rma.usda.gov/pubs

9. There are very the short period provided to this solicitation respond by January 22, 2013, given the issue date of January 2, 2013 and the timing of the notification email sent to several potential contractors or subcontractors on January 8, 2013 by Maureen Ferentz, RMA Risk Management Specialist, Contracts. With less than 30 days to respond to the solicitation, it appears that only a potential contractor who has previously performed similar work for the RMA would be in a position to provide an appropriate response in such a short time period. Additionally, the ability to provide a subcontracting plan to meet the required RMA subcontracting goals would appear to only be possible for a potential contractor who has previously used such subcontractors in current or previous work for USDA. Furthermore, the time needed to provide the required Past Performance Questionnaires may only be possible for a potential contractor who has previously performed work for the RMA. Consequently, can the deadline for a response to this solicitation be extended by at least 60 days in order to allow potentially interested contractors sufficient time to prepare an appropriate response and to contact and select subcontractors who would meet the qualifications needed for the subcontracting plan?

RMA requires the contractor to start as soon as possible due to the crop season. Based on this timing, the solicitation closing date and time is extended to February 4, 2013, 10 AM.

The subcontracting plan requirements have been amended, see solicitation for changes.

10. If the contractor does not submit an acceptable subcontracting plan per this solicitation, then will the contractor's proposal be eliminated from further consideration?

The subcontracting plan requirements have been amended, see solicitation for changes.

11. It could be difficult to find subcontractors who meet the categories and qualifications under the subcontracting goals, who also have the subject matter expertise required for the work described, who are willing to work as a subcontractor to the offeror, and who can meet the offeror's subcontractor requirements to work as a subcontractor for the potential offeror. What are the standards to be applied in evaluating the acceptability of the subcontracting plan, such as agreeing to make good faith efforts to meet the subcontracting goals of the USDA?

Subcontracting plans will be evaluated in accordance with FAR 19-705-4 to determine if the contractor has adequately addressed the requirements of FAR 19.704. The subcontracting plan requirements have been amended, see solicitation for changes. Offerors should note that the subcontracting plan is a "plan" that will include goals that the contractor will attempt to meet during the period of performance of the IDIQ.

12. The Task Order #1 requires that the key personnel of the subcontractor be identified in the response to this solicitation. Is it required that the offeror include a subcontractor under Task Order #1 who is eligible for one of the categories under the subcontracting goals?

No. The subcontractor shall be identified *if* the prime contractor intends on utilizing a subcontractor.

13. Is it necessary for the offeror to identify all of the potential subcontractors that the offeror may use for future task orders over the potential 5 years of the contract?

No. Contractors can seek acceptance of subcontractors throughout the period of performance of the IDIQ. However, subcontractors that are known when the prime contractor is submitting its proposal should be listed.

14. The price proposal requirements are for "Prices for all work identified in the solicitation", however, the solicitation describes several specific issues for which future orders may be issued. Several of the potential issues for future task orders are "anticipated to be Firm Fixed Price". It would not seem to be possible to provide a price proposal for that includes anticipated task orders. What is the price proposal requirement for anticipated future work orders under the IDIQ solicitation?

The statement "Price for all work identified in the solicitation" applies to Volume 5 – the price proposal for Task Order 1. See page 75 of the original solicitation.

Future Task Orders are anticipated to be mainly firm-fixed-price. At this time there are different price proposal requirements for the IDIQ and Task Order 1, see solicitation instructions. The successful offeror of the competition will be required to utilize the labor rates that were quoted for the IDIQ to quote their future Task Order price proposals.

15. Have there been any recent or past studies, reviews or analyses similar to the descriptions provided under paragraphs C.3.1, C.3.1.1, C.3.1.2, C.3.1.3, C.3.2, C.3.3, C.3.4, C.3.5?

RMA has previously contracted for reviews or analysis of various aspects of the crop insurance programs policies, procedures, and methodologies. The topics under this solicitation are not considered similar to previous efforts; however, RMA has publications of recent studies regarding crop insurance actuarial methodologies available for download or request at www.rma.usda.gov/pubs.

16. Have there been any recent or past studies, reviews or analyses similar to the descriptions of the tasks provided for under Task Order #1?

RMA has previously contracted for reviews or analysis of various aspects of the crop insurance programs policies, procedures, and methodologies. The topics under this solicitation are not considered similar to previous efforts; however, RMA has publications of recent studies regarding crop insurance actuarial methodologies available for download or request at www.rma.usda.gov/pubs.

17. With respect to the conflict of interest requirements in this solicitation, has the RMA used any contractors for the development of the rating or pricing for specific Actual Revenue History crop insurance programs? If so, who were such contractors?

The Actual Revenue History crop insurance product was developed by an outside contractor, Watts & Associates. As the contractor responsible for the development of all aspects of the product, they developed the rating and pricing.

18. With respect to the conflict of interest requirements of this solicitation and the potential ineligibility of the contractor to participate in additional or future contracts, what will be the specific criteria for determining eligibility for such additional or future contracts? Will the contractor be ineligible to participate if the services are not actuarial services or are actuarial services unrelated to the recommendations provided by the contractor under this contract?

All of the work outlined in this IDIQ will involve Actuarial services. If the contractor that was involved in the Actual Revenue History program is the successful offeror on this acquisition, then any task order that would involve work regarding the Actual Revenue History program would not be issued as a specific task order under the contract.

19. Are the actuarial services under this contract expected to be performed, supervised or reviewed by one or more qualified actuaries who meets the US Qualifications Standards for actuaries practicing in the US?

As outlined in the original solicitation, page 71, the contractor and any of their subcontractors need to have the knowledge of the current Federal Crop Insurance actuarial methodologies and agronomic risks, including specific experience regarding the evaluation or development of actuarial methodologies used for are-based plans of insurance, etc. Some of the tasks may involve the use of US qualified actuaries so RMA would anticipate they are certified in the U.S.

20. Can personnel assigned to work on the task orders under this contract be located outside of the United States?

Personnel assigned to work on the task orders under the contract should not be located outside of the United States. Meetings with RMA may be required; it is anticipated that travel costs outside the US would be higher.

21. Will the actuarial services described in this solicitation be limited to only reviewing and testing statistical/actuarial analyses, studies, standards, procedures, methodologies, etc. performed by the RMA or others, those that are currently or previously in use, or those that are currently under consideration or previously considered by the RMA?

The services described in this solicitation will generally require review, analysis, and testing of procedures or methodologies currently in use or those being considered with the contractor providing alternatives or recommendations regarding those procedures or methodologies.

22. Will the actuarial services described in this solicitation be required to perform any original work, other than testing, involving the use of large data bases from RMA, NASS and other sources for purposes of actuarial studies, economic studies, statistical research, or developing pricing methodologies, pricing formulas, etc.?

The services described under this solicitation may require original work depending on the topic and findings of the contractor.

23. Will the RMA supply all of the data that the contractor requests for purposes of the task orders?

RMA will provide in-house data relevant to a given topic. Additionally, RMA may direct the contractor to other data sources outside of RMA depending on the specific Task Order.

24. If the contractor identifies potentially useful and relevant data for the task orders that the RMA cannot supply from its existing sources, will the RMA be able consider obtaining such data from commercial, government or insurance provider sources?

Data sources shall generally be publicly available or in the possession of RMA. However,

RMA may allow other data sources to be considered in the review or analysis of a given topic, which is dependent on the specific task order.

25. Will the contractor be expected to estimate comparative premium rates, or the estimated premium impact to the growers or the FCIC or participation impact to the programs, under alternative procedures, standards or methods or other changes that may be recommended?

The contractor will be expected to provide comparisons of results across methods and potentially impacts to stakeholders depending on the topic.

26. Is this a new or follow on requirement? If it is a follow on, please let us know the current contract number and contract value?

This is not a follow on contract.

27. Who is the incumbent? Is it still eligible to bid as a prime for this contract?

N/A

Amendment 1 also includes FAR 52.219-6 in the solicitation, which is part of FAR 52.212-5.

