

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER D13PS00096 6. SOLICITATION ISSUE DATE 02/07/2013

7. FOR SOLICITATION INFORMATION CALL: **James Tessitore** a. NAME b. TELEPHONE NUMBER (No collect calls) 703-964-3601 8. OFFER DUE DATE/LOCAL TIME 03/08/2013 1400 ET

9. ISSUED BY _____ CODE D21 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100.00 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS
 HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 524298
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB 8(A) SIZE STANDARD: \$7.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS _____ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____ 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO _____ CODE _____ 16. ADMINISTERED BY **DOI, National Business Center, AQD** CODE D21
 Suite 4000
 Division 2/ Branch 1
 381 Elden St
 Herndon VA 20170

17a. CONTRACTOR/OFFEROR _____ CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY _____ CODE _____

TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) subpart 12.6, as supplemented with additional information included in the notice and following the Simplified Acquisition Procedures in FAR Part 13.5. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-65.

The US Department of Interior, through its Franchise Fund activity, Acquisition Services Directorate (AQD), is issuing this solicitation, number D13PS00096, as a Request for Quote (RFQ) on behalf of the US Department of Agriculture, Risk Management Agency (RMA). The objective of this IDIQ contract is to maintain and provide continued support to the USDA, Risk Management Agency's Rainfall Index Pasture Rangeland Forage and Vegetation Index Pasture Rangeland Forage plans of insurance.

The resultant award shall be an Indefinite Delivery Indefinite Quantity (IDIQ) contract. Deliverables will be outlined in each task order. The total amount of all orders under this IDIQ will total a minimum of \$500,000.00. The total amount of all orders under this IDIQ will not exceed \$5,000,000.00.

THIS IS A 100% SMALL BUSINESS SET-ASIDE

NAICS Code 524298 entitled, "All Other Insurance Related Activities," with a \$7million size standard threshold.

Product Service Code R410 entitled "Support-Professional: Program Evaluation/Review/Development"

CLOSING DUE DATE: 08 March 2013

TIME: 2:00 P.M. EASTERN TIME (ET)

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 Clauses: <https://www.acquisition.gov/FAR/>

(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

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This is a notice that this order is a total small business set-aside. Only quotations submitted by small businesses will be accepted by the Government. Any quotation that is submitted by a contractor that is not a small business will not be considered for award.

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 QUOTATION

Request for Quotation (RFQ), Solicitation Number D13PS00096

The US Department of Interior, through Acquisition Services Directorate (AQD), is issuing this solicitation as a RFQ on behalf of USDA/RMA. This RFQ is being issued pursuant to Federal Acquisition Regulation (FAR) Part 12.6, 13.5 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) 2005-65.

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.

RFQ DUE DATE:

The due date for response to this RFQ at the addresses specified below is on or before **2:00 PM ET March 8, 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 James Tessitore at James_Tessitore@nbc.gov.

Any quotation, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 2:00 p.m. one working day prior to the date specified for receipt of quotations; or

There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

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it is the only quotation received.

However, a late modification of an otherwise successful quotation that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

RFQ QUESTIONS:

Offerors must submit all technical questions concerning this solicitation in writing by e-mail to the Contracting Officer, James_Tessitore@nbc.gov and Contract Specialist Adam_Graham@nbc.gov. All questions must be submitted via e-mail, and received no later than **12:00 PM Eastern Time (ET) on February 21, 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 quotation 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. RFQ number and project title

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 quotation must be submitted in volumes, as indicated: 1) Technical for IDIQ, 2) Past Performance for IDIQ, 3) Price for IDIQ; 4) Technical for TO 1; 5) 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.

Technical Quotation Format:

Technical quotations are limited to 50 pages (15 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, 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:

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- 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 quotation that contains their proposed solution(s) to the SOW objectives. The technical quotation shall include:

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

- Provide a demonstration of the contractor's proposed decision support tool, historical indices, grid ID locator and the data calculations and end of index interval results.
- Provide a demonstration of the contractor's ability to host the specific interactive Decision Support Tool, grid ID locator map, and historical indices tool which AIP's and Insured's utilize to make their insurance offer.
- Demonstrate end of index interval results including the dual processing, Standard Operating Procedure report for one current RI state and one current VI state which has had recent and past fire activity.
- An explanation of the steps the offeror would take to accomplish the specific work outlined in each task under Section C of the statement of work.
- An explanation of how the contractor intends to obtain and maintain the weather information for the Rainfall Index program and any long term licensing impacts that might affect RMA in offering this program.
- An explanation of how the contractor intends to obtain and maintain the Normalized Difference Vegetation Index (NDVI) and Moderate Resolution Imaging Spectroradiometer (MODIS) data for the Vegetation Index crop insurance program and any long term licensing impacts that might affect RMA in offering this program.
- An explanation of how the offeror will accomplish the calculations for the insurance program based on the specific weather data and provide information regarding anomalous findings.
- A discussion of how the offeror will accomplish the calculations for the insurance program based on the specific NDVI data and provide information regarding fires and anomalous findings.
- An explanation of how the contractor would develop or update the materials for the crop insurance program.
- An explanation of the contractor's ability to write crop insurance policies, handbooks, etc to maintain the crop insurance program.
- An explanation or outline of how the contractor would provide and maintain an independent dual system that validates and cross-checks all end of index interval results.

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Key Personnel:

Provide a list of key personnel (those who would have primary responsibility for performing and/or managing the effort, including subcontractors) with their qualifications and specific experience, 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 listings shall be limited to one page, utilizing at least 12-point font. Indicate which personnel are subcontractors.

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, 3) what corrective actions will be taken to meet deliverable due dates if the task is off schedule, 4) A quality control matrix of the productive hours each skill type will devote to quality control on each task, and 5) A discussion of how the contractor will validate and cross-check the end of index results. A fail-safe system is critical to verify the data and calculations.

Offerors shall submit the completed 2012 Appropriations Restrictions Certification forms, completed "Certification and Disclosure of Organizational Conflict of Interest" document, 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

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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 as attachments 2 and 3. 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.**

AQD encourages Offerors to provide past performance questionnaires to references at least a week prior to the quotation 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 James_Tessitore@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 QUOTATION FOR IDIQ

The price quotation shall be separate from the technical quotation. Offerors shall indicate the labor categories and rates proposed for each IDIQ period of performance (base and four optional periods). 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. Offeror 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. Offeror shall submit a completed Subcontracting Percentage Worksheet with their quote (See Attachment 4).

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.

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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 quotations will not be accepted.

The Government reserves the right to request additional information as may be necessary to determine the prospective offeror's qualifications for an award or to clarify any aspects of the technical or price submissions. Such information shall be furnished promptly upon the government's request.

VOLUME 4 – 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

Provide a list of key personnel (those who would have primary responsibility for performing and/or managing the effort, including subcontractors). Indicate which key personnel 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.

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 quotation must include a price breakdown which includes not only the total contract price, but also shows the labor categories and charges, other direct costs, travel expenses and miscellaneous or material costs for deliverables and major components of deliverables in order to

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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 quotation 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. Contractor is requested to include a cost breakdown of the required labor resources to accomplish the oral presentations.
- Subcontractors, Consultants, and Subject Matter Experts (SME's): Each Offeror's written price quotation 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.

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."

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 James Tessitore 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.

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(End of Provision)

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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.

Evaluation factors, other than cost or price, for the solicitation are weighted, as follows:

Technical Approach/Key Personnel (IDIQ): 60%

Quality Control Plan (IDIQ): 10%

Past Performance (IDIQ): 5%

Technical Approach/Key Personnel (Task Order 1): 15%

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 FOR IDIQ:

This factor evaluates the offeror's understanding of how the current Rainfall Index and Vegetation Index Crop Insurance Program works, such things include the rating, the pricing, and any special underwriting requirements. Aspects that will be considered include the contractors demonstrations and written explanations of the items identified in the instructions for the Technical Approach. Aspects that will be considered are the offeror's capability to provide the continued support to these crop insurance programs in accordance with section C from the Statement of Work, compliance with the SOW including, but not limited to, analytical rigor, depth of knowledge, ability to analyze the weather information accurately, the ability to analyze NDVI data, the ability to identify and address issues noted with the RI and VI technology, use of resources, practicality.

QUALITY CONTROL PLAN FOR IDIQ:

Quotations will be evaluated on the offeror's Quality Control Plan. The government will evaluate to determine the Offeror that demonstrates the most effective, efficient and optimal technique to meet the solicitation's goals, objectives, and requirements.

PAST PERFORMANCE FOR IDIQ:

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The government will evaluate the quality of previous work products the Offeror and its key personnel have produced on efforts similar to the size, scope and complexity of requirements within this statement of work and the organizations history of successful completion of projects; history of producing high-quality reports and other deliverables; history of staying on schedule and within budget; and the organization's specific experience working with clients in the business of crop insurance programs or similar programs. 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.

NOTE: 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 will be given.

Past performance will be reviewed and evaluated by past performance on similar requirements. The Government reserves the right to contact references for relevant past performance. RMA will review and evaluate past performance information in-house from the last three years of performance. If no performance has been received or recorded at RMA, the Contracting Office will retrieve information from the Contractor Performance Assessment Reporting System (CPARS), Past Performance Information Retrieval System (PPIRS), the Federal Awardee Performance and Integrity Information System (FAPIIS), and/or contacting references given for purpose of making the source selection determination. Information found in the CPARS/PPIRS/FAPIIS or provided by references will be evaluated to determine the possibility of future success of Offerors and utilized to determine the quality, responsibility and integrity of an Offeror

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

1. Technical Approach: The government will evaluate the contractor's technical approach for the tasks outlined in the task order statement of work.
2. Key Personnel: The government will evaluate based on the individual skills, education, and experience of the key personnel quoted for this project.
3. 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.

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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.

(b) Optional periods for the IDIQ include: 1) four, option periods 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 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).

(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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REPRESENTATIONS & CERTIFICATIONS

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

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications 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;
- (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.

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“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
- (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—

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o 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 o is, o is not a veteran-owned small business concern.

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

(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, or 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, or 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, or 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, or 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.

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

(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: _____

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

(i) General. The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 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 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

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

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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 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, 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”:

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

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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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”:

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.)

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(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.

(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;

(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.

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

(ii) *Examples.*

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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(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 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.

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(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)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
- o 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;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____
TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) *Relation to Internal Revenue Code*. 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

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(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.

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

(2) *Representation and Certifications.* 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.

(End of provision)

Alternate I (Apr 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Jan 2012). As prescribed in 12.301(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)

CERTIFICATION AND DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST

(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 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

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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:

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:

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

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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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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

52.204-7 Central Contractor Registration (Dec 2012)

52.212-4 and 52.212-4 Alternate 1-- Contract Terms and Conditions -- Commercial Items. (Feb 2012)

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)

52.227-14 – Rights in Data – General (Dec 2007)

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 (Jan 2013)

(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).

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

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

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

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 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 Set-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.

(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 (Jul 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. 657 f).

(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)).

(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).

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

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

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

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

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

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

(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.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

(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, 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 (June 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)).

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 (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).

 (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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

 (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

 (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (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)

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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.

(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 \$5,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; 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)

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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 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.

(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 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, including the Option Period included in 52.217-8.

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(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
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—

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“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.

(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.

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(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;

(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.

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(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)

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.

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(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.

(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)

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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 attached Conflict of Interest Certificate as follows:

TO: _____ THROUGH: _____
Contracting Officer 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) _____

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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.

(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)

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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 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 Invoicing section of the Statement of Work.

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 quotation.

(End of Local Clause)

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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 Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.
- 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

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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 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.

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts: AMOUNT TO BE IDENTIFIED IN EACH INDIVIDUAL 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.

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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 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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STATEMENT OF WORK

USDA Risk Management Agency

Statement of Work

For

***Vegetation Index and Rainfall Index Crop Insurance
Program –
IDIQ***

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Rainfall and Vegetation Crop Insurance Program

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
 DSSH – Document and Supplemental Standards Handbook
 FCIC – Federal Crop Insurance Corporation
 FSA – Farm Service Agency
 NASS – National Agricultural Statistics Service
 NOAA – National Oceanic and Atmospheric Administration
 PRF – Pasture, Rangeland, & Forage
 RI-PRF – Rainfall Index Pasture, Rangeland, Forage Rainfall Index
 VI-PRF – Vegetation Index Pasture, Rangeland, Forage Vegetation Index
 PRF – Pasture, Rangeland, and Forage
 PM – Product Management
 RI – Rainfall Index
 RMA – Risk Management Agency
 SP – Special Provisions
 SRA – Standard Reinsurance Agreement
 USDA – United States Department of Agriculture
 USGS EROS – United States Geological Survey, Earth Resources Observations and Science
 VI – Vegetation Index

1.4 Definitions:

Act – The Federal Crop Insurance Act (7 U.S.C. 1501-1524) amended.

Actuarial documents – The information for the crop year that is available for public inspection in your agent's office and published on the RMA's web site, which provides the county base value per acre, coverage levels, information needed to determine the premium rates, commodity types, index intervals, irrigated practices, cropping practices, organic practices, program dates, and other related information regarding crop insurance in the county or grid, as applicable.

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.

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Catastrophic Risk Protection Coverage (CAT) – The minimum level of coverage offered by FCIC that is a dollar amount of protection equal to the county base value per acre multiplied by the 65 percent coverage level multiplied by the 45 percent productivity factor, unless otherwise specified in the Actuarial Documents.

Code of Federal Regulations (CFR) – The codification of general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government. Rules published in the Federal Register by FCIC are contained in 7 CFR chapter IV. The full text of the CFR is available in electronic format at <http://www.gpo.gov/> or a successor web site.

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 DSSH, 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 Rainfall and Vegetation Index Plan of Insurance Basic Provisions, and the Pasture, Rangeland, Forage Crop Provisions, as published in the CFR or by RMA on its website; the actuarial documents, and the Special Provisions, as applicable.

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

Federal Crop Insurance Corporation (FCIC) – A wholly owned corporation within USDA, who programs are administered by RMA.

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

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

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

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Independent Actuary – 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.

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

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>

Pilot area – The states and counties the Rainfall Index and Vegetation Index plan of insurance will be available for various crop types. In addition, the contractor may determine other states are appropriate to pilot.

Plan of Insurance – A general structure of insurance that may be extended to one or more crops.

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*.

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 RI PRF and VI PRF insurance program including, but not limited, to the applicable handbooks.

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

Product Management Bulletin – A document issued by Data Acceptance System Appendix III (DAPM or M13) 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, Crop Provisions, Special Provisions, all applicable actuarial documents, Appendix III, Crop Insurance Handbook, underwriting requirements, and other forms necessary to deliver the program.

Record types:

- 1) Type 9 – Type 9 records are used to establish the fund designations.

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- 2) Type 10 - Type 10 records are used to establish a policy and provide information regarding the policyholder and entities with a significant business interest. A Type 10 record requires at least one Type 14 record to be submitted with it.
- 3) Type 11 - Type 11 records are used to establish premium and liability for each acreage line.
- 4) Type 14 - The Type 14 record establishes the crop, county, plan code and reports the contract data determined at Sales Closing.
- 5) Type 20-21 - The Type 21 Records establishes the loss amounts for a given policy and the Type 20 Records identifies the application or disbursement of loss payments. Type 20 records are linked by Claim Number to corresponding Type 21 records. Therefore, all Type 20 and 21 records for a policy from the transaction file will replace all Type 20 and 21 records for the policy on the policy database.

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.

Special Provisions – The part of the policy that contains specific provisions of insurance for insured crop that may vary by geographic area.

Subsidy – The portion of your premium, shown in the Actuarial Documents, that FCIC will pay in accordance with the Act.

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

SECTION 2 – WORK STATEMENT

2.1 Background

In recent years, RMA expended considerable resources in the development of the RI-PRF and the VI-PRF plans of insurance. These products utilize innovative technologies and methods to insure PRF and are unique in that each index is correlated to production but is not a direct measure of production. Producers are not required to measure and report production. The RI and VI-PRF Pilot Insurance Programs are available in specific counties and states as referenced in the maps located at <http://www.rma.usda.gov/policies/pasturerangeforage/>.

The RI-PRF Pilot Crop Insurance Program is an area plan of insurance based on the historical rainfall for specific two month time periods. The two month time periods are called Index Intervals. A producer must select at least two index intervals, but may select up to six index intervals. Unlike other area plans of insurance which are based on county averages, the RI-PRF program utilizes a numbered grid system. The grids are based on a NOAA 0.25 x 0.25 degree - of longitude and latitude area. Indemnities are payable when the final grid index falls below the historical average for the two month index interval time period. A NOAA Climate Prediction Center Daily Precipitation data set is used to establish historical and present values.

The VI-PRF Pilot Crop Insurance Program is an Area plan of insurance based on the historical Normalized Difference Vegetation Index (NDVI) values for specific three month time periods. The three month time

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periods are called Index Intervals. A producer must select at least one index interval, but may select up to four index intervals. Unlike other area plans of insurance which are based on county averages, the VI-PRF program utilizes a numbered grid system. The grids cover approximately a 4.8 mile x 4.8 mile area. Indemnities are payable when the final grid index falls below the historical average for the three month index interval time period. A USGS EROS data set is used to establish historical and present values.

The prior contractor developed and has provided the support for both of these pilot programs. The prior contractor also has developed and hosted the interactive Decision Support Tool, grid ID locator map, and historical indices tool which AIPs and Insured's utilize to make decisions to purchase and their insurance offer. The prior contractor has also provided the final grid index results to RMA and follows a Standard Operating Procedure for assuring the accuracy of the results. The prior contractor has assisted RMA in responding to numerous issues encountered with this crop insurance program. The various tools, Grid ID locator map, and other information can be obtained at <http://www.rma.usda.gov/policies/ri-vi/>.

The RI-PRF and VI-PRF plans of insurance introduced innovative technologies and methods to the RMA book of business. These technologies and methods are currently utilized by other crop programs offered by RMA.

2.2 Contract Objectives

The objective of this contract is to maintain and provide continued support to the Rainfall Index Pasture Rangeland Forage and Vegetation Index Pasture Rangeland Forage plans of insurance that was previously developed under contract for pasture, rangeland & forage (PRF). Experience with the RI-PRF and VI-PRF plans of insurance, including the construction of historical indices by grid and index interval, grid overlay systems, and the determination of the final grid index values, is considered essential to meeting this objective. The contractor will be expected to host the GRID ID locator and various tools for this program.

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 PRF materials as well as those resulting from the development of additional crop provisions. RMA anticipates accomplishing a program evaluation to determine whether it can be expanded to a permanent program over the next year.

An important aspect to ensure validity of the data is the contractor shall be required to maintain some type of an independent dual system that validates and cross-checks all end of index interval results.

2.3 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. RMA is not looking to recreate the current RI-PRF and VI-PRF programs, or any tools utilized, the rates/prices, etc. RMA is only looking for continued support of the current programs, which involves hosting the GRID ID locator and various tools for this program. RMA reserves the authority to request specific changes to the GRID ID website, and other tools required by this program. 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 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.

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Any of the tasks identified below can involve travel that will be identified in the specific task orders. Each task description below is an estimate of actual needs only.

2.3.1 MODIFICATIONS TO THE CURRENT RI-PRF AND VI-PRF PLANS OF INSURANCE (Anticipated FFP)

1. The contractor shall provide any required updates to the insurance policies for the Rainfall Index and Vegetation Index plans of insurance. Policies shall be structured such that crop provisions developed for other plants or commodities require minimal exclusions of the provisions of the "umbrella" policy.
2. The contractor shall provide Pasture, Rangeland, Forage crop provisions under the Rainfall Index and Vegetation Index policy, based on the crop specific language in the current RI-PRF and VI-PRF policies.
3. The contractor shall modify the current RI and VI Plans of Insurance. This could entail the Insurance Standards Handbook to fit the Rainfall Index and Vegetation Index plans of insurance, the rating and pricing methodologies, or other methodologies currently utilized. The modified handbook will focus on the general procedures and requirements related to the Rainfall or Vegetation Index, with individual sections or appendices reserved to cover material related to the specific crop provisions covered under each plan. The contractor will also compose the material for Pasture, Rangeland, and Forage. The handbook will be clear, concise, and contain elements that adhere to applicable statutes, regulations and policies that are consistent with appropriate insurance principles and practices. The contractor shall reference requirements contained in the most current Document and Supplemental Standards Handbook (DSSH), and Crop Insurance Handbook (CIH) when appropriate. Examples of approved underwriting procedures may be viewed at: <http://www.rma.usda.gov/>.

2.3.2 EXPANSION OF PASTURE, RANGELAND AND FORAGE (Anticipated FFP for any tasks)

1. Develop the materials necessary for expansion of the current pilot programs based on the areas approved by the FCIC Board of Directors. These are posted in the Final Resolution posted at RMA website at <http://www.rma.usda.gov/>. These expansions shall be developed pursuant to any modifications to the programs and shall follow the Board approved methodologies established for the current RI-PRF and VI-PRF pilot programs. If the contractor identifies deviations from those approved methodologies, the contractor shall consult with RMA and provide verifiable evidence for the need to deviate. If agreed to by RMA, the contractor shall provide revised methodologies to account for the deviations required by these expansions.
2. The contractor shall provide RMA the grid overlay systems and related data, to include the development of the historical indexes, for the states specified in the task order for both the Rainfall Index and Vegetation Index plans of insurance. The specific states ordered may or may not encompass the entire United States, and are subject to data availability. These systems shall be the basis for any additional crop provisions or program expansions developed under this contract. Technological developments shall adhere to all agency and departmental requirements and shall be compliant with Content Standard for Digital Geospatial Metadata (CSDGM) FGDC-STD-001-1998-Vers. 2.0. Further, in accordance with OMB Circular A-16 (Coordination of Geographic Information and Related Spatial Data), Executive Order No. 12906, A-16

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Supplemental (issued November 10, 2010), and the guidance information contained in the Federal Geographic Data Committee website (www.fgdc.gov), the contractor shall perform the following tasks as applicable:

- a. A due diligence search of the data.gov website (geo.data.gov) shall be conducted by the contractor to ascertain whether the geospatial-related activities, products, or services proposed under this contract already exist as a result of funding or activities sponsored by another agency.
- b. If the contractor produces or acquires any geospatial information or data, using federal funding, that information must also be posted on the Geo.data.gov website in accordance with OMB Circular A-16 (Coordination of Geographic Information and Related Spatial Data).
- c. Geospatial data developed with federal funds must comply with the National Spatial Data Infrastructure (NDSI) standards as summarized on the Geo.data.gov website and outlined in OMB Circular A-16, Executive Order No. 12906, and the guidance information contained in the Federal Geographic Data Committee website (www.fgdc.gov).
- d. In the event posting such data on the Geodata.gov website would disclose information which could be adversely exploited (i.e. FSA Common Land Unit data containing producer identifiable information), such geospatial information will be reviewed in joint consultation between the contractor, RMA subject matter experts, and the agency's Office of General Counsel, to determine an alternative, but secure, posting method and venue.

2.3.3 DEVELOPMENT OF ADDITIONAL CROP PROGRAMS UNDER RAINFALL OR VEGETATION INDEX (Anticipated FFP & T&M)

RMA reserves the right to consider alternative crops for further development under the RI and VI Plans of Insurance. Any tasks required for further development would be accomplished in accordance with the development requirements identified in a task order.

2.3.4 SUITABILITY FOR RI/VI COVERAGE (Anticipated FFP or T&M)

The contractor shall research and provide a written report to assess the suitability of the Rainfall or Vegetation Index policy as required for any area as outlined in the specific task orders.

The contractor shall clearly state and support all assumptions, findings, and determinations in sufficient detail to enable independent researchers or RMA personnel to verify the conclusions presented. The report shall be delivered to RMA in both hard copy and electronic formats. If results indicate a modification to the current program offered, then the contractor shall be required to develop the appropriate program materials as specified in the resulting task orders.

If the contractor identifies deviations that are needed from the approved methodologies, the contractor shall consult with RMA and provide verifiable evidence for the need to deviate. If agreed to by RMA, the contractor shall provide revised methodologies to account for the deviations required by these expansions.

2.3.5 PROGRAM MONITORING AND MAINTENANCE (Anticipated FFP)

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1. The contractor shall provide technical oversight, assessment and analysis, assisting with all areas of program administration and maintenance, including maintenance of software systems and databases, and the monitoring and maintenance of program performance. RMA is not looking to recreate the current RI-PRF and VI-PRF programs, or any tools utilized, the rates/prices, etc. RMA is only looking for continued support of the current programs.

Maintenance of software systems and databases includes, but is not limited to:

- Incorporating program/rule changes for each new crop year
- Create and provide actuarial data updates (in layouts to be specified by RMA) to be used by RMA in updating ADM data files.
- Daily production processing support for eDAS
- Weekly production processing support for Policy database loads
- Weekly production support for SOB summary table builds in Polsum database
- Weekly production support for SOB report generation
- Monthly accounting report generation
- Annually provide historical indices information to ADM

Monitoring and maintenance of program performance includes, but is not limited to:

- Prepare, edit, and deliver monthly, quarterly and annual reports
- Acquire M13 or Appendix III data or successor system software
- Reviewing insurance experience
- Reviewing Rates and Prices
- Update indices and rates
- Determine changes needed in the program
- Determine recommendations for the program
- Implement program adjustments
- Provide rainfall index results for the 48 contiguous states by index interval
- Provide vegetation index results for the 48 contiguous states by index interval

1. Program Maintenance also includes operation of the End of Index Interval Standard Operating Procedures (see Attachment I) for validating final grid index values, updating the end of Index Interval results, reviewing results to assure accuracy and consistency, and maintaining Historical Indices and the Decision Support Tool as currently established. Additional monitoring and maintenance duties may be identified and tasked as RMA determines. Any pilot program shall follow the procedures and protocols established for program maintenance, and shall not result in the duplication of efforts.

Specific to the Vegetation Index program Moderate Resolution Imaging Spectroradiometer (MODIS) and other applications to identify fires in the area - - including the ability to provide dates and cause of fire. Contractor shall provide dates, cause of fire, and map(s) notating the area and the grid ID(s) affected by the fire(s). The contractor shall include information on past fire events by year, cause and area(s) in each monthly report. This is critical to carry forward several years to identify potential abnormal results caused by the fire(s).

If the contractor identifies deviations that are needed from the approved methodologies, the contractor shall consult with RMA and provide verifiable evidence for the need to deviate. If agreed to by RMA, the contractor shall provide revised methodologies to account for the deviations required by these expansions.

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2.3.6 PROGRAM SUPPORT (Anticipated FFP or T&M)

The contractor may be required to serve as a resource to RMA for support with regards to the Rainfall and Vegetation Index programs if RMA should determine to bring the maintenance in house. The contractor will be expected to provide all support, all of the data generated during the time of the contract, etc. Serve as a technical resource for how the program utilizes the data and ultimately maintains the current crop insurance program.

2.3.7 RESOURCE SUPPORT (Anticipated FFP or T&M)

The contractor may be required to serve as a resource to RMA for support with regards to the Rainfall and/or Vegetation Index programs. This support will be to provide research results or additional data on the current programs. This support will be identified in the specific task orders as necessary.

SECTION 3 – DELIVERABLES AND PERFORMANCE

3.1 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.

3.2 Period and Place of Performance

Period of Performance: For the basic period of performance, one year from the date of the contract award. Thereafter, the contract will be in force for up to 4 additional years, in 12-month increments (options), during which time task orders may be issued. The period of performance for task orders will be as specified in each individual task order. The end date for any task order will not extend beyond 6 months past the end date of the most recent exercised option/period of performance of the ID/IQ.

The period of any pilot phase will be determined by RMA and the FCIC Board of Directors upon pilot program approval. A minimum of 30-business day's review for each deliverable (if required, oral presentations should precede written reports to allow for consideration of RMA feedback) shall be allowed.

Work will be performed primarily at the Contractor's site(s), with occasional work performed in either Washington, DC or Kansas City, MO.

3.3 Task, Reports, and Other Deliverables

Monthly Reports (also see contract Section F.3 DELIVERABLES AND PROJECT SCHEDULE). The Contractor shall provide a single monthly progress report, with the information segregated so that each task order has its own section, combining all activities covered under this contract. The Contractor shall invoice for any time expended in preparing each 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. Payment of the monthly

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invoices for the current task orders is contingent upon delivery of the monthly progress reports to the COR and CO.

Written reports submitted as deliverables (e.g., suitability reports) under this contract shall be written and composed in a style suitable for publishing by the Government (i.e., conforming with U.S. Government Printing Office Style Manual standards - see <http://www.gpoaccess.gov/stylemanual/browse.html>). Any supporting datasets, routines, scripts, programs, or the like will be provided to RMA, and will be delivered in a format compatible with RMA's computer software and hardware. All written reports shall be delivered to RMA in both hard copy and electronic formats.

3.4 Notice Regarding Late Delivery/Delayed Performance

The Contractor shall immediately notify the Contracting Officer in writing in the event the Contractor encounters difficulty in contract performance by giving pertinent details, including the date by which it expects to complete performance or make delivery. However, the notification shall be informational only in character and shall not be construed as a waiver by the Government of any contract delivery schedule or date, or any rights or remedies provided by law or under this contract.

SECTION E – INSPECTION AND ACCEPTANCE

3.1 INSPECTION OF DELIVERABLES BY THE GOVERNMENT

The Contracting Officer or Contracting Officer's Representative (COR) will inspect each deliverable within the time specified in the IDIQ orders. 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.

SECTION 4 – DELIVERABLES/PROJECT SCHEDULES

4.1 Deliverables and Project Schedule

All task order(s) deliverables and project schedules will identified in the specific order. Each deliverable will include reports, analysis, data, and specific research accomplished.

SECTION 5 – CONTRACT ADMINISTRATION DATA

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5.1 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>.

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 quotation

5.2 Payment Schedule/Invoicing

The Contractor shall bill no more than once monthly. The Contractor shall submit an invoice for each task order under the ID/IQ. Invoices for the time-and-materials Order or portion of an Order shall include, as a minimum, the following information:

Contract number

Billing period covered for services performed

For each task area under the SOW:

- Name of personnel
- Productive Direct Labor Hours for the current billing period and cumulative to date for each personnel
- Labor Category(s) associated with each employee
- Hourly Rate associated with each employee
- Any travel, materials, subcontract labor, or Other Direct Costs (ODCs) incurred (including supporting documentation/receipts for all charges) for the current billing period and cumulative to date. Supporting documentation for travel shall include a travel expense report containing the following items at a minimum: inclusive dates of travel, location of travel, names of traveler(s), and an itemized list of expenses. Receipts are required for hotels (regardless of amount) and any single expenditure exceeding \$75.)
- Any charges incurred to date, but not being billed under the invoice
- Timesheet for each individual working on the time-and-materials portion of this project including, but not limited to, the following information:

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- Dates being invoiced
- Associated SOW task area
- Corresponding hours for each date

Invoices for the fixed-price Orders or portion of an Order shall include, as a minimum, the following information:

- Contract number
- Billing period covered by services performed
- Description of deliverable
- Price of deliverable
- Quantity of deliverable

Payment of invoices is subject to receipt of each Monthly Report by the CO.

5.3 Other Direct Costs/Travel

Other Direct Costs (ODCs) may be required for this task. The Contractor is limited to purchasing only those items that were submitted in their quotation/task order quote and indicated as ODCs. Any request for ODCs that were not originally proposed must be submitted in writing to both the COTR and the CO prior to the date 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.

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 COTR under this effort. All travel shall be approved, by the COTR, 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 Travel Regulations currently in effect on date of travel. 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.

5.4 Contracting Officer's Representative (COR)

TBD

The COR is the individual within the program management function who has overall technical responsibility for this effort. The COR supports the CO during administration of this effort by:

- Making final decisions regarding any recommended rejection of deliverables;
- Providing technical clarification;

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- Providing advice and guidance to the Contractor in the preparation of deliverables and services;
- Providing acceptance of deliverable products to assure compliance with requirements.

The COR also provides technical clarification to the Contractor. Technical clarification shall be within the general SOW for this effort. The COR does NOT have the authority to and may NOT issue any technical direction which:

- Constitutes an assignment of work outside the general scope of this effort; Constitutes a change as defined in the "Changes" clause (see FAR 52.243-4);
- In any way causes an increase or decrease in cost or the time required for performance; Changes any of the terms, conditions, or other requirements of this effort; or
- Suspends or terminates any portion of this effort.

All technical direction shall be issued in writing by the COR or will be confirmed by the COR in writing within 10 days after verbal issuance. A copy of the written direction shall be furnished to the CO.

In addition to providing technical direction, the COR will:

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

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

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SECTION 6 – SPECIAL CONTRACT REQUIREMENTS

6.1 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 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.

If the Contracting Officer determines that suitable and timely replacement of key personnel, who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract, is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Additionally and at the discretion of the Contracting Officer, should the Contractor to be found at fault for the condition, the contract price may be equitably adjusted (downward) to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

6.2 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.

6.3 Scope of Authority

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

6.4 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

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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.

6.5 Data Rights

In accordance with FAR Clauses 52.227-14 and 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.

6.6 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.

6.7 Required Approvals

Send all letters requesting the Contracting Officer's consent; proposed subcontractors, consultants agreements, or lease agreements; proposed news releases, publications in journals, or other information concerning data required by this contract and proposed for public disclosure to the Government's assigned Contracting Officer. One (1) copy of each letter or other item indicated above must be sent simultaneously to the designated COR.

6.8 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.

- RMA's Public Website: <http://www.rma.usda.gov/>
- Basic Provisions and Catastrophic Risk Protection Endorsement:
<http://www.rma.usda.gov/policies/2008policy.html>
- Livestock Policies: <http://www.rma.usda.gov/livestock/>
- The Federal Crop Insurance Act: <http://www.rma.usda.gov/aboutrma/>
- Risk Management Agencies Regional Office State Directory:
<http://www.rma.usda.gov/aboutrma/fields/>
- Risk Management Agencies, Agent Locator/Insurance Providers Listing:
<http://www3.rma.usda.gov/tools/agents/>

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- Summary of Business: <http://www.rma.usda.gov/data/>
- Data Acceptance System Appendix III: <http://www.rma.usda.gov/data/m13>
- The Actuarial Document Browser: <http://www.rma.usda.gov/tools/adb.html>
- Bulletins and Handbooks: <http://www.rma.usda.gov/handbooks/>

6.9 Government Furnished Data

The contractor shall provide RMA detailed requests of RMA datasets and RMA will furnish them within 30 calendar 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.

6.10 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.

6.11 Government Furnished Facilities

RMA will furnish appropriate facilities if the need arises.

6.12 Contractor Furnished Resources

The contractor shall perform a majority of the work at its own facilities and shall provide the materials required for performance.

6.13 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

6.13.1 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.

1. Images
 - a. 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.

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- b. A Section 508 compliant alt tag should contain a description of the image as opposed to simply the name of the image.
 2. Maps, Charts, and Graphs
 - a. 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 table(s) from which they were generated.
 - b. 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.
 - c. Alt tags are not acceptable to describe the contents of maps, charts, graphs, or tables.
 3. Creating 508 Compliant PDF Documents
 - a. 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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Attachment 1

STATEMENT OF WORK

USDA Risk Management Agency

Statement of Work

For

***Monitoring and Maintenance of the Vegetation Index and
Rainfall Index Program –
Task Order #1***

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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 identified at the time of award.

2.0 Work Statement (FFP)

2.1 Background

In recent years, RMA expended considerable resources in the development of the RI-PRF and the VI-PRF plans of insurance. These products utilize innovative technologies and methods to insure PRF and are unique in that each index is correlated to production but is not a direct measure of production. Producers are not required to measure and report production. The RI and VI-PRF Pilot Insurance Programs are available in specific counties and states as referenced in the maps located at <http://www.rma.usda.gov/policies/pasturerangeforage/>.

The RI-PRF Pilot Crop Insurance Program is an area plan of insurance based on the historical rainfall for specific two month time periods. The two month time periods are called Index Intervals. A producer must select at least two index intervals, but may select up to six index intervals. Unlike other area plans of insurance which are based on county averages, the RI-PRF program utilizes a numbered grid system. The grids are based on a NOAA 0.25 x 0.25 degree - of longitude and latitude area. Indemnities are payable when the final grid index falls below the historical average for the two month index interval time period. A NOAA Climate Prediction Center Daily Precipitation data set is used to establish historical and present values.

The VI-PRF Pilot Crop Insurance Program is an Area plan of insurance based on the historical Normalized Difference Vegetation Index (NDVI) values for specific three month time periods. The three month time periods are called Index Intervals. A producer must select at least one index interval, but may select up to four index intervals. Unlike other area plans of insurance which are based on county averages, the VI-PRF program utilizes a numbered grid system. The grids cover approximately a 4.8 mile x 4.8 mile area. Indemnities are payable when the final grid index falls below the historical average for the three month index interval time period. A USGS EROS data set is used to establish historical and present values.

The developer developed and has provided the support for both of these pilot programs. The developer also developed and hosted the interactive Decision Support Tool, grid ID locator map, and historical indices tool which AIPs and Insured's utilize to make decisions to purchase their insurance offer. The developer provided the final grid index results to RMA and follows a Standard Operating Procedure for assuring the accuracy of the results. The developer has assisted RMA in responding to numerous issues encountered with this crop insurance program. The various tools, Grid ID locator map, and other information can be obtained at <http://www.rma.usda.gov/policies/ri-vi/>.

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The RI-PRF and VI-PRF plans of insurance introduced innovative technologies and methods to the RMA book of business. These technologies and methods are currently utilized by other crop programs offered by RMA.

2.2 Task Order Objectives

The objective of this task order will be to provide for the continued monitoring and maintenance of the RI and VI plans of insurance. Experience with the current RI and VI program and tools is considered essential for meeting this objective. This SOW provides the framework for the continuation of the monitoring and maintenance activities, which are currently being conducted by the developer under ID/IQ Contract. The Monitoring and Maintenance efforts may also include the development of all materials necessary for RMA to administer any changes or modifications to the existing RI and VI program materials as well as those resulting from the development of additional crop provisions.

2.3 Tasks & Work Requirements

In general, for all applicable tasks, the contractor shall conduct research, 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. Recommendations must adhere to sound statistical procedures and standard actuarial principles and clearly state the benefits to the insureds and to the 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. This would include a detailed report outlining all steps necessary to reproduce the expected and final grid index, to include software and hardware requirements written in a manner that allows producers and others to recreate results. 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.

2.3.1 RI/VI PILOT PROGRAM MONITORING AND MAINTENANCE

1. In accordance with this task order statement of work, [IDIQ] Contract and the provisions of SOW Section C.3.5 thereof, the contractor shall provide technical oversight, assessment and analysis, assisting with all areas of program administration and maintenance, including maintenance of software systems and databases and the monitoring and maintenance of program performance.

Maintenance of software systems and databases includes, but is not limited to:

- Incorporating program/rule changes for each new crop year
- Incorporating program/rule changes to historical data and results as necessary
- Grid ID Locator, Decision Support Tool, and Historical Indices
- Calculation of final grid indices
- An important aspect to ensure validity of the data is the contractor shall be required to maintain some type of an independent dual system that validates and cross-checks all end of index interval results.

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- Creation of supporting data files for RMA ADM Data File
- For each Index Interval, provide detailed report of anomalous grids, identifying anomalous grids
 - i. Attempt to outline reason of anomalous grids
 - ii. Site history of anomalous grid for specific index interval
 - iii. Indicate whether or not acreage is insured in the grid that is anomalous
 - iv. Cross check RI results with a weather data set that is radar based with weather station data the secondary source and note whether this data set supports anomalous grids
 - v. The VI program must identify:
 - H. Irrigated Acreage
 - I. Fires, including recent fires and history of fires in the grid id
 - vi. Report must be delivered within 20 days of date raw data is available for each plan
- Final Indices must be provided to RMA in a Google Earth format in addition to the ADM Data File
 - i. Must be for the 48 contiguous states for RI
 - ii. Must be for the 48 contiguous states for VI
 - iii. Final Grid Index results must be color coded for the pilot area
- Provide support to RMA when results are questioned by AIPs, producers, etc.

Monitoring and maintenance of program performance includes, but is not limited to:

- Prepare, edit, and deliver quarterly reports
- Acquire RMA Appendix III data
- Reviewing insurance experience
- Reviewing Rates and Prices
- Annually update indices, rates and prices
- Determine changes needed in the program
- Determine recommendations for the program
- Implement program adjustments as outlined by RMA

2. Program Maintenance also includes operation of the End of Index Interval SOP for validating final grid index values for any pilot program that is approved and implemented under the RI and VI, updating the end of Index Interval results, reviewing results to assure accuracy and consistency, and maintaining Historical Indices and the Decision Support Tool as currently established. Additional monitoring and maintenance duties may be identified and tasked as RMA determines.

- a. For each Index Interval, provide detailed report of anomalous grids, identifying anomalous grids
 - i. Attempt to outline reason of anomalous grids
 - ii. Site history of anomalous grid for specific index interval
 - iii. Indicate whether or not acreage is insured in the grid that is anomalous
 - iv. Cross check RI results with a weather data set that is radar based with weather station data the secondary source and note whether this data set supports anomalous grids
 - v. The VI program must identify:

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1. Irrigated Acreage
2. Fires, including recent fires and history of fires in the grid id
- vi. Report must be delivered within 20 days of date raw data is available for each plan
- b. Final Indices must be provided to RMA in a Google Earth format in addition to the ADM Data File
 - i. Must be for the 48 contiguous states for RI
 - ii. Must be for the 48 contiguous states for VI
 - iii. Final Grid Index results must be color coded for the pilot area
- c. Provide support to RMA when results are questioned by AIPs, producers, etc.

3.0. Delivery and Performance

3.1 Periods of Performance:

Base Period

April 1, 2013 to April 30, 2014

Option Period 1

April 1, 2014 to April 30, 2015

Option Period 2

April 1, 2015 to April 30, 2016

Option Period 3

April 1, 2016 to April 30, 2017

Option Period 4

April 1, 2017 to March 31, 2018

Each option period can be exercised as long as the current IDIQ Contract is in effect. Funds are not presently available for performance under this contract beyond the base period. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the initial one year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of exercising the option for the next year.

3.2 Reports

Monthly Reports—The Contractor shall provide a single monthly progress report with the information segregated so that each task order has its own section, combining all activities covered under the ID/IQ contract. The Contractor shall invoice for any time expended in preparing each 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

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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. Payment of the monthly invoices for the current task orders is contingent upon delivery of the monthly progress reports to the COR and CO.

Written reports submitted as deliverables under this contract (i.e., not monthly progress reports) shall be written and composed in a style suitable for publishing by the Government (i.e., conforming with U.S. Government Printing Office Style Manual standards--see <http://www.gpoaccess.gov/stylemanual/browse.html>). Any supporting datasets, routines, scripts, programs, or the like will be provided to RMA, and will be delivered in a format compatible with RMA's computer software and hardware. All written reports shall be delivered to RMA in electronic formats.

3.3 Deliverables

1. In accordance with this task order statement of work, the contractor shall provide technical oversight, and assistance with the program administration and maintenance outlined in 2.3.1, including maintenance of software systems and databases and the monitoring and maintenance of program performance. Invoicing will be once a month on a fixed price basis.

Deliverable Schedule is as follows:

Base Period – April 1, 2013 – April 30, 2014

Deliverable #	Deliverable Name	Delivery Dates
1	Final RI Index Value	5/31/2013, 7/1/2013, 8/1/2013, 8/31/2013, 9/30/2013, 10/31/2013, 11/29/2013, 12/31/2013, 1/31/2014, 2/28/2014, 4/30/2014
2	End of RI Index support materials	5/31/2013, 7/1/2013, 8/1/2013, 8/31/2013, 9/30/2013, 10/31/2013, 11/29/2013, 12/31/2013,

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		1/31/2014, 2/28/2014, 4/30/2014
3	SOP report of RI index interval results	5/31/2013, 7/1//2013, 8/1/2013, 8/31/2013, 9/30/2013, 10/31/2013, 11/29/2013, 12/31/2013, 1/31/2014, 2/28/2014, 4/30/2014
4	Final VI Index Value	5/31/2013, 7/1//2013, 8/1/2013, 8/31/2013, 9/30/2013, 10/31/2013, 11/29/2013, 12/31/2013, 1/31/2014, 2/28/2014
5	End of VI Index support materials	5/31/2013, 7/1//2013, 8/1/2013, 8/31/2013, 9/30/2013, 10/31/2013, 11/29/2013, 12/31/2013, 1/31/2014, 2/28/2014
6	SOP report of VI index interval results	5/31/2013, 7/1//2013, 8/1/2013, 8/31/2013, 9/30/2013, 10/31/2013, 11/29/2013, 12/31/2013,

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		1/31/2014, 2/28/2014
7	Updated rating and pricing files annually	4/25/2013
8	Updated index files annually	4/25/2013
9	Incorporating program and policy changes for each new crop year	4/25/2013
10	Quarterly logs of web application activity	7/16/2013, 10/15/2013, 1/16/2014, 4/16/2014
11	Quarterly reports provided electronically	7/16/2013, 10/15/2013 1/16/2014, 4/16/2014
12	Oral Presentations (four each)	As needed
13	Travel (four each)	As needed

Option Period 1 – April 1, 2014 – April 30, 2015

Deliverable #	Deliverable Name	Delivery Dates
14	Final RI Index Value	5/30/2014, 6/30/2014, 7/30/2014, 8/29/2014, 9/30/2014, 10/29/2014, 12/1/2014, 12/31/2014, 1/30/2015, 2/27/2015, 4/30/2015
15	End of RI Index support	5/30/2014,

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	materials	6/30/2014, 7/30/2014, 8/29/2014, 9/30/2014, 10/29/2014, 12/1/2014, 12/31/2014, 1/30/2015, 2/27/2015, 4/30/2015
16	SOP report of RI index interval results	5/30/2014, 6/30/2014, 7/30/2014, 8/29/2014, 9/30/2014, 10/29/2014, 12/1/2014, 12/31/2014, 1/30/2015, 2/27/2015, 4/30/2015
17	Final VI Index Value	5/30/2014, 6/30/2014, 7/30/2014, 8/29/2014, 9/30/2014, 10/29/2014, 12/1/2014, 12/31/2014, 1/30/2015, 2/27/2015
18	End of VI Index support materials	5/30/2014, 6/30/2014, 7/30/2014, 8/29/2014, 9/30/2014, 10/29/2014, 12/1/2014, 12/31/2014, 1/30/2015, 2/27/2015
19	SOP report of VI index	5/30/2014,

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	interval results	6/30/2014, 7/30/2014, 8/29/2014, 9/30/2014, 10/29/2014, 12/1/2014, 12/31/2014, 1/30/2015, 2/27/2015
20	Updated rating and pricing files annually	4/15/2014
21	Updated index files annually	4/15/2014
22	Incorporating program and policy changes for each new crop year	4/15/2014
23	Quarterly logs of web application activity	7/16/2014, 10/15/2014, 1/16/2015, 4/16/2015
24	Quarterly reports provided electronically	7/16/2014, 10/15/2014 1/16/2015, 4/16/2015
25	Oral Presentations (four each)	As needed
26	Travel (four each)	As needed

Option Period 2 – April 1, 2015 – April 30, 2016

Deliverable #	Deliverable Name	Delivery Dates
27	Final RI Index Value	6/1/2015, 6/30/2015, 7/30/2015, 8/31/2015, 9/30/2015, 10/30/2015,

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		11/30/2015, 12/31/2015, 2/1/2016, 2/29/2016, 4/29/2016
28	End of RI Index support materials	6/1/2015, 6/30/2015, 7/30/2015, 8/31/2015, 9/30/2015, 10/30/2015, 11/30/2015, 12/31/2015, 2/1/2016, 2/29/2016, 4/29/2016
29	SOP report of RI index interval results	6/1/2015, 6/30/2015, 7/30/2015, 8/31/2015, 9/30/2015, 10/30/2015, 11/30/2015, 12/31/2015, 2/1/2016, 2/29/2016, 4/29/2016
30	Final VI Index Value	6/1/2015, 6/30/2015, 7/30/2015, 8/31/2015, 9/30/2015, 10/30/2015, 11/30/2015, 12/31/2015, 2/1/2016, 2/29/2016
31	End of VI Index support materials	6/1/2015, 6/30/2015, 7/30/2015, 8/31/2015, 9/30/2015,

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		10/30/2015, 11/30/2015, 12/31/2015, 2/1/2016, 2/29/2016
32	SOP report of VI index interval results	6/1/2015, 6/30/2015, 7/30/2015, 8/31/2015, 9/30/2015, 10/30/2015, 11/30/2015, 12/31/2015, 2/1/2016, 2/29/2016
33	Updated rating and pricing files annually	4/15/2015
34	Updated index files annually	4/15/2015
35	Incorporating program and policy changes for each new crop year	4/15/2015
36	Quarterly logs of web application activity	7/15/2015, 10/15/2015, 1/15/2016, 4/16/2016
37	Quarterly reports provided electronically	7/16/2015, 10/15/2015 1/16/2016, 4/15/2016
38	Oral Presentations (four each)	As needed
39	Travel (four each)	As needed

Option Period 3 – April 1, 2016 – April 30, 2017

Deliverable #	Deliverable Name	Delivery Dates
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40	Final RI Index Value	5/31/2016, 6/30/2016, 7/29/2016, 8/31/2016, 9/30/2016, 10/31/2016, 11/30/2016, 12/30/2016, 1/31/2017, 2/28/2017, 5/1/2017
41	End of RI Index support materials	5/31/2016, 6/30/2016, 7/29/2016, 8/31/2016, 9/30/2016, 10/31/2016, 11/30/2016, 12/30/2016, 1/31/2017, 2/28/2017, 5/1/2017
42	SOP report of RI index interval results	5/31/2016, 6/30/2016, 7/29/2016, 8/31/2016, 9/30/2016, 10/31/2016, 11/30/2016, 12/30/2016, 1/31/2017, 2/28/2017, 5/1/2017
43	Final VI Index Value	5/31/2016, 6/30/2016, 7/29/2016, 8/31/2016, 9/30/2016, 10/31/2016, 11/30/2016, 12/30/2016, 1/31/2017,

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		2/28/2017
44	End of VI Index support materials	5/31/2016, 6/30/2016, 7/29/2016, 8/31/2016, 9/30/2016, 10/31/2016, 11/30/2016, 12/30/2016, 1/31/2017, 2/28/2017
45	SOP report of VI index interval results	5/31/2016, 6/30/2016, 7/29/2016, 8/31/2016, 9/30/2016, 10/31/2016, 11/30/2016, 12/30/2016, 1/31/2017, 2/28/2017
46	Updated rating and pricing files annually	4/15/2016
47	Updated index files annually	4/15/2016
48	Incorporating program and policy changes for each new crop year	4/15/2016
49	Quarterly logs of web application activity	7/15/2016, 10/14/2016, 1/16/2017, 4/16/2017
50	Quarterly reports provided electronically	7/16/2016, 10/15/2016 1/16/2017, 4/17/2017
51	Oral Presentations (four each)	As needed

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52	Travel (four each)	As needed
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Option Period 4 – April 1, 2017 – April 30, 2018

Deliverable #	Deliverable Name	Delivery Dates
53	Final RI Index Value	5/31/2017, 6/30/2017, 7/31/2017, 8/31/2017, 9/29/2017, 10/29/2017, 11/30/2017, 1/1/2018, 1/31/2018, 2/28/2018, 3/31/2018
54	End of RI Index support materials	5/31/2017, 6/30/2017, 7/31/2017, 8/31/2017, 9/29/2017, 10/29/2017, 11/30/2017, 1/1/2018, 1/31/2018, 2/28/2018, 3/31/2018
55	SOP report of RI index interval results	5/31/2017, 6/30/2017, 7/31/2017, 8/31/2017, 9/29/2017, 10/29/2017, 11/30/2017, 1/1/2018, 1/31/2018, 2/28/2018, 3/31/2018
56	Final VI Index Value	5/31/2017,

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		6/30/2017, 7/31/2017, 8/31/2017, 9/29/2017, 10/29/2017, 11/30/2017, 1/1/2018, 1/31/2018, 2/28/2018
57	End of VI Index support materials	5/31/2017, 6/30/2017, 7/31/2017, 8/31/2017, 9/29/2017, 10/29/2017, 11/30/2017, 1/1/2018, 1/31/2018, 2/28/2018
58	SOP report of VI index interval results	5/31/2017, 6/30/2017, 7/31/2017, 8/31/2017, 9/29/2017, 10/29/2017, 11/30/2017, 1/1/2018, 1/31/2018, 2/28/2018
59	Updated rating and pricing files annually	3/31/2017
60	Updated index files annually	3/31/2017
61	Incorporating program and policy changes for each new crop year	3/31/2017
62	Quarterly logs of web application activity	7/14/2017, 10/16/2017, 1/15/2018, 3/31/2018

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63	Quarterly reports provided electronically	7/14/2017, 10/16/2017 1/15/2018, 3/31/2018
64	Oral Presentations (four each)	As needed
65	Travel (four each)	As needed

There will be at least one oral presentation with supporting materials on the changes and recommendations needed in the program. The date will be established at a later time. Contractor is requested to include a cost breakdown of the required labor resources to accomplish these oral presentations.

Optional Deliverable

The government may request up to three additional oral presentations with supporting materials on the changes and recommendations needed in the program. The date(s) will be established after the option is exercised. These presentations would occur on a quarterly basis, corresponding with the Policy Year of the Insurance Program. Contractor is requested to include a cost breakdown of the required labor resources to accomplish these oral presentations.

3.4 Government Quality Assurance

Inspection of Deliverables by the Government: The Contracting Officer (CO) or Contracting Officer's Representative (COR) will inspect each deliverable and provide written results of its deliverable review (inspection) to the Contractor 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, such cases may be cause for an equitable adjustment to the project plan. 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 CO.

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

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tasks or review documentation, as appropriate. The COR may also conduct evaluations to check compliance with the Contractor's approved quality control plan.

3.5 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>.

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 quotation.

3.8 Payment Schedule/Invoicing

The Contractor shall bill no more than once monthly. The Contractor shall submit an invoice for each task order under the ID/IQ. Invoices for the time-and-materials Order or portion of an Order shall include, as a minimum, the following information:

Contract number

Billing period covered for services performed

For each task area under the SOW:

- Name of personnel
- Productive Direct Labor Hours for the current billing period and cumulative to date for each personnel
- Labor Category(s) associated with each employee
- Hourly Rate associated with each employee
- Any travel, materials, subcontract labor, or Other Direct Costs (ODCs) incurred (including supporting documentation/receipts for all charges) for the current billing period and cumulative to date. Supporting documentation for travel shall include a travel expense report containing the following items at a minimum: inclusive dates of travel, location of travel, names of traveler(s), and an itemized list of expenses. Receipts are required for hotels (regardless of amount) and any single expenditure exceeding \$75.)

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- Any charges incurred to date, but not being billed under the invoice
- Timesheet for each individual working on the time-and-materials portion of this project including, but not limited to, the following information:
 - Dates being invoiced
 - Associated SOW task area
 - Corresponding hours for each date

Invoices for the fixed-price Orders or portion of an Order shall include, as a minimum, the following information:

- Contract number
- Billing period covered by services performed
- Description of deliverable
- Price of deliverable
- Quantity of deliverable

Payment of invoices is subject to receipt of each Monthly Report by the CO.

3.9 Other Direct Costs/Travel

Other Direct Costs (ODCs) may be required for this task. The Contractor is limited to purchasing only those items that were submitted in their quotation/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 CO prior to the date 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.

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, 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 Travel Regulations currently in effect on date of travel. 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.

3.10 Contracting Officer's Representative and Contracting Officer

Contracting Officer's Representative (COR)

The COR for this effort is as follows:

TBD

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The COR is the individual within the program management function who has overall technical responsibility for this effort. The COR supports the Contracting Officer (CO) during administration of this effort by:

- Making final decisions regarding any recommended rejection of deliverables;
- Providing technical clarification;
- Providing advice and guidance to the Contractor in the preparation of deliverables and services;
- Providing acceptance of deliverables to assure compliance with requirements.

The COR also provides technical clarification to the Contractor. Technical clarification shall be within the general SOW for this effort. The COR does NOT have the authority to and may not issue any technical direction which:

- Constitutes an assignment of work outside the general scope of this effort;
- Constitutes a change as defined in the "Changes" clause (See FAR 52.243-4);
- In any way causes and increase or decrease in cost or the time required for performance;
- Changes any of the terms, conditions, or other requirements of this effort; or
- Suspends or terminates any portion of this effort

All technical direction shall be issued in writing by the COR or will be confirmed by the COR in writing within 10 days after verbal issuance. A copy of the written direction shall be furnished to the CO.

In addition to providing technical direction, the COR will:

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

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

Contracting Officer

The Contracting Officer for this effort is as follows:

Department of the Interior/National Business Center
381 Elden Street, Suite 4000

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Herndon, Virginia 20170-4817
 Attn: James Tessitore
 Phone: 703-964-3601

3.11 Key Personnel

The following individuals are considered to be essential to the work being performed under this contract:

(Add Key Personnel here)(To be determined at time of award)

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

The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by and individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the CO and COR and provide the information required below.

If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its quotation, the Contractor must propose a substitution of such personnel, in accordance with the instructions below.

All proposed key personnel substitutions must be submitted, in writing, to the CO and COR at least fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the CO to approve or disapprove the proposed substitution. Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) must have qualifications that are equal to or higher than the qualifications of the person being replaced.

In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the CO, for approval, the information required above.

The CO will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the CO determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the CO for default or for the convenience of the Government, as appropriate. Alternatively and at the CO's discretion, if

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the CO finds the Contractor to be at fault for the condition, the CO may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

CLIENT AUTHORIZATION LETTER

Dear "CLIENT":

We are currently responding to the US Department of Interior, Acquisition Services Directorate, RFQ No. D13PS00096 entitled "Rainfall and Vegetation Crop Insurance Program." 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, James_Tessitore@nbc.gov. The due date for submission of the past performance questionnaires is on or before 12:00 P.M. ET on March 8, 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

U.S. Department of the Interior

FAR Clause 52.219-14, Limitations of Subcontracting

Subcontracting Percentage Worksheet

PRIME CONTRACTOR: _____ **SOURCE:** _____

SUBCONTRACTOR: _____ **SOURCE:** _____

	PRIME CONTRACTOR	SUBCONTRACTOR
DIRECT LABOR	\$	\$
FRINGE BENEFITS*	\$	\$
SUBTOTAL	(A) \$	(B) \$
LABOR G&A** @____%	\$	\$
TOTAL LABOR COSTS	(C) \$	(D) \$

To calculate the subcontracting percentage, first add DIRECT LABOR and FRINGE BENEFITS and enter the figures for the prime contractor in space (A) and for the subcontractor (if available)*** in space (B).

Next, calculate the LABOR G&A by multiplying the G&A rate by the SUBTOTAL figure in space (A).

Calculate the subcontractor's LABOR G&A by multiplying the subcontractor's G&A rate by the subcontractor's SUBTOTAL figure in (B).

Add the LABOR G&A to the SUBTOTAL and record that figure in the spaces for TOTAL LABOR COSTS at (C) and (D) respectively.

Next, using the formula below, calculate the subcontracting labor percentage.

$$\frac{(D)}{(C) + (D)}$$

SUBCONTRACTING LABOR COST PERCENTAGE = _____ %

* The firm must demonstrate that their labor overhead is allowable in accordance with FAR 31 .205-6(m). Failure to do so will cause the entire overhead to be eliminated from the calculations.

** G&A denotes General and Administrative Costs

*** You need to compare as like figures as possible. Therefore, if you have a breakdown of the subcontractor's costs use it in the formulation above. If you do not have a breakdown you need to use the TOTAL SUBCONTRACTING AMOUNT for item (D) even though you must still breakdown the contractor's costs.