

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 32

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
0409RQ21102

6. SOLICITATION ISSUE DATE
11/04/2008

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Randy Artz

b. TELEPHONE NUMBER (No collect calls) (703) 964-8429 ext.

8. OFFER DUE DATE/ LOCAL TIME
11/24/2008 11:00 am

9. ISSUED BY

CODE 00005

NBC - Acquisition Services Directorate
381 Elden Street, Suite 4000

Herndon, VA 20170-4817

TEL: (703) 964-3699 ext.

FAX: (703) 964-5300 ext.

10. THIS ACQUISITION IS

- UNRESTRICTED
- SET ASIDE: 0.00% FOR
 - SMALL BUSINESS
 - HUBZONE SMALL BUSINESS
 - 8(A)
- NAICS: 541990
- SIZE STANDARD: 5,000,001-10,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

10 days	%
20 days	%
30 days	%
days	%

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 FRAN

See shipping instructions at the line item level
See below

Attn: See line item Detail

16. ADMINISTERED BY

NBC - Acquisition Services Directorate
381 Elden Street, Suite 4000
Herndon, VA 20170-4817

CODE 00005

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

No Contractor Information Available

18a. PAYMENT WILL BE MADE BY

CODE govpay

GovPay Electronic Invoicing at <http://www.govpay.gov>
e-mail: HelpDesk@govpay.gov Phone: 703-964-8802

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 HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER
 DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

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 (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

**Line Item
Summary**

Document Number

0409RQ21102

Title

RMA APH Rating Methodology

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Draft Report		0.00		\$ _____	\$ _____
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0002	Oral Presentation of Draft Report		0.00		\$ _____	\$ _____
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0003	Final Report		0.00		\$ _____	\$ _____
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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

www.arnet.gov/far

Clause	Title	Date
52.212-01	Instructions to Offerors--Commercial Items	November 2007

2 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY
1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
attachment 2.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices 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.

3 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS

JUNE 2008

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

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“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

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(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

(7) 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: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51–100	___ \$1,000,001–\$2 million
___ 101–250	___ \$2,000,001–\$3.5 million
___ 251–500	___ \$3,500,001–\$5 million
___ 501–750	___ \$5,000,001–\$10 million
___ 751–1,000	___ \$10,000,001–\$17 million
___ Over 1,000	___ Over \$17 million

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

(i) General. The offeror represents that either—

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

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

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(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(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: _____.]

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) 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 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. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____

 [List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “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 or Moroccan 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 or Moroccan 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.

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[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.

(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.

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(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—

(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 or does not certify that—

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(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 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.

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

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(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(End of provision)

4 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

www.arnet.gov/far

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	October 2008

5 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

FEBRUAR
Y 2008

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

(1) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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(2) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

X (1) 52.203-06, 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) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (3) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4) [Reserved]

X (5)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

___ (6)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

X (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-09, Small Business Subcontracting Plan (NOV 2007) (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.

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

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

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

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

X (16) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

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- X (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ___ (ii) Alternate I (AUG 2007) of 52.222-50.
- ___ (25)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (28) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (29)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (30) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

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___ (39) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

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

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

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

(xI) 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)

6 STATEMENT OF WORK

USDA Risk Management Agency

Statement of Work

For

Comprehensive Review of the APH Rating Methodology

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Section 1.0 General Information

1.1 Requiring Agency:

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

1.2 Organizational Contact:

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

1.3 Contract Type Contemplated:

RMA contemplates a fixed price for this contract. The contractor will indicate the cost of this effort in the cost proposal.

1.4 Contract Objectives:

To provide a thorough actuarial review of the methodology and procedures used in the determination of Actual Production History (APH) target rates under the Federal Crop Insurance Program.

1.5 News Releases:

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

1.6 Scope of Authority:

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

1.7 Non-Disclosure and Confidentiality:

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

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results of such analyses conducted under this contract, and all programs, models, formulas, graphs, charts or other documents or information 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 such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees 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. It is understood that any practical knowledge, skill, or expertise gained by the Contractor during the course of this agreement may be published freely, so long as such publications in no way make reference to RMA or FCIC crop insurance, nor describe the use of the knowledge gained in relation to RMA or FCIC crop insurance.

1.8 Paperwork Reduction Act:

The Contractor shall comply with the Paperwork Reduction Act (PRA) if it performs any information collection activities that are subject to the PRA.

1.10 Conflict of Interest:

It is the intent of this Agency to avoid awarding contracts that could create potential conflicts of interest. Such a situation could occur in the execution of this contract when the Contractor or any subcontractors have an agreement or employment arrangement in effect with another Offeror under this solicitation or another Contractor having an active contract with the Risk Management Agency. Such interests can bias a Contractor's judgment, either negatively or positively or result in an unfair advantage and thus impede the Government's objective of obtaining an unbiased, technically sound performance of the work.

Prior to the commencement of any work, the Contractor agrees to notify the Contracting Officer that to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the Contractor may have. The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure, in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer to avoid, mitigate, or neutralize the actual or potential conflict of interest.

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

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

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

Section 2.0 Background

The Federal Crop Insurance Act contains the following provisions pertinent to rate making:

- 1) Sec. 508(i) (2) states “Review of rating methodologies. To maximize participation in the Federal crop insurance program and to ensure equity for producers, the Corporation shall periodically review the methodologies employed for rating plans of insurance under this subtitle consistent with section 507(c)(2).”
- 2) Sec. 508(i) (3) states “Analysis of rating and loss history. The Corporation shall analyze the rating and loss history of approved policies and plans of insurance for agricultural commodities by area.”
- 3) Sec. 508(d) (2) states “the amount of the premium shall be sufficient to cover anticipated losses and a reasonable reserve.”

The *Statement of Principles Regarding Property and Casualty Insurance Ratemaking* identifies a fundamental principle of insurance ratemaking as: “A rate is an estimate of the expected value of future costs.” Typically, the largest component of the rate is the provision for losses. While there are other important considerations in rate development, most of the actuarial foundations of ratemaking are intended to provide a framework for estimating the expected loss component of the rate.

For APH rates, other expenses and capital costs are provided for in separate agreements. Therefore, the ratemaking procedure deals strictly with deriving the expected loss component. This component is represented by the “loss cost ratio” (LCR), which is derived by dividing indemnity by liability. The LCR is a measure of loss per unit of exposure. Thus, one of the objectives of APH ratemaking is to derive LCRs that are representative of the expected losses for a given unit of exposure.

Because different crops are subject to different perils and, therefore, varying loss costs, the APH procedure establishes rates for each crop separately. It is rare that a single insured, for any insurance coverage, will be sufficiently large such that expected losses can be derived solely from the insured’s own loss history. Thus, it is common and appropriate to consider the aggregate experience of a group of similar risks in developing rates. For APH, the aggregation is done geographically. Rates are developed by geographic area, usually county. Thus, for each crop, the APH ratemaking process typically derives LCRs (and consequently rates) by county. There are other determinants used to tailor the rate to an individual producer, depending on utilization of certain farming practices, coverage choices, and rate yield.

Derivation of APH Target Rates:

The APH target rates are developed using the following: The target rate is generally considered to consist of two parts, a variable portion and a fixed portion. An individual’s rate is most generally a function of rate yield. The basis for differing rates by rate yields is driven by the variable portion of the rate while the fixed portion of the rate remains constant across all rate yields. The following is a representation for how target rates are derived for counties that are deemed credible.

$$\text{Target Rate} = \text{Variable Rate} + \text{Fixed Rate}$$

$$\text{Target Rate} = \left(\frac{\left(\frac{\text{ULR} + \text{CntyCAT}}{\text{ResFac}} \right)}{\text{UnitFac}} \right)^{tpfactor} + \left(\frac{\text{PP} + \text{RP} + \text{QA} + \text{StCAT}}{\text{UnitFac}} \right)$$

Where:

- ULR = County Unloaded Rate
- CntyCAT = County Catastrophic Rate Load
- ResFac = Disaster Reserve Factor (0.88)
- Tpfactor = Type/Practice Factor
- PP = Prevented Planting Rate Load
- RP = Replant Rate Load
- QA = Quality Adjustment Rate Load
- StCAT = State Catastrophic Rate Load
- UnitFac = Optional Unit Factor (0.90)

There are situations where intervention is a necessity in determining the target rate, i.e., situations where a county’s experience is limited or the county experience does not represent the expectation of future events. All target rates that are not deemed credible according to RMA’s credibility procedures undergo a mandatory review by Actuarial Branch and Regional Office staff.

Section 3.0 Work Statement

3.1 Scope:

The work will require skills and experience in actuarial science, data analysis, statistical modeling, crop insurance underwriting, agricultural risk management, project planning, scheduling, quality control, categorizing, analyzing, research, critical thinking, innovative problem solving techniques, oral presentations, report writing, and the use of Microsoft product applications. Travel to the RMA office in Kansas City will also be required.

3.2 Specific Tasks and Work Requirements:

The contractor shall conduct a comprehensive review of the methodology and procedures used in the determination of APH target premium rates and deliver to the Government a report that describes that review, provides the conclusions of that review, and provides the contractor’s recommendations based on the conclusions of that review. The specific deliverables include:

3.2.1 Draft Report

The draft report shall contain the description of the review performed by the contractor, the conclusions of that review, and the contractor’s recommendations based on the conclusions of that review.

3.2.2 Oral Presentation of Draft Report

The contractor shall present an oral presentation of the draft report to the RMA senior management team in Kansas City.

3.2.3 Final Report

The final report shall consist of an updated and finalized version of the draft report that incorporates or addresses all RMA comments in response to the draft report and oral presentation.

Section 4.0 Schedule of Work

4.1 Places of Performance:

1. Contractor's offices and 2. the RMA office in Kansas City, Missouri (for the oral presentation).

4.2 Period of Performance:

From the date of contract award through acceptance of the Final Report. Period of Performance is approximately 5 months, based on the Independent Government Estimate. Offerors should use this date as a guideline but may submit an alternate Period of Performance

4.3 Delivery Schedule:

The offeror shall determine and submit a Delivery Schedule to RMA that takes into consideration a 30 business day Government review period so that the schedule accommodates the review period while minimizing disruption to the remaining delivery due dates.

Early submission of a deliverable and/or early RMA acceptance of a deliverable is permitted without affecting the due dates for the subsequent deliverables.

Suggested Delivery Schedule Format to be included in the Offeror's Proposal

Deliverable	Timeframe
Draft Report	Contract award date plus "X" business days
Oral Presentation	To be arranged within one week after receipt of the Draft Report
Final Report	"X" business days from completion of the Draft Report

Section 5.0 Government Furnished Information/Resources

5.1 The Contractor may access RMA's public website for information pertaining to existing crop policies, actuarial documents, underwriting procedures, loss adjustment procedures, reporting requirements (including acreage reporting requirements), and Summary of Business data. The Contractor may access other RMA

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website addresses pertinent to this contract. Following is a list of internet sites that the Contractor may reference for this contract. The list is not intended to be all-inclusive.

RMA's main website:

<http://www.rma.usda.gov>.

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/>.

Basic Provisions and Catastrophic Risk Protection Endorsement:

<http://www.rma.usda.gov/policies/2004policy.html>

The Federal Crop Insurance Act:

<http://www.rma.usda.gov/aboutrma/>

Summary of Business:

<http://www.rma.usda.gov/data/>

Appendix III:

<http://www.rma.usda.gov/data/m13>

Handbooks:

<http://www.rma.usda.gov/data/directives.html>

5.2 The Government will furnish relevant RMA electronic detailed data sets requested by the contractor. If the requested data sets require contractor revision, RMA will cooperate with the contractor to avoid excessive or unnecessary delays of any contract deliverable.

5.3 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 COTR.

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

Section 6.0 Contractor Furnished Resources

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

Section 7.0 Government Quality Assurance

The Contracting Officer or Contracting Officer's Technical Representative (COTR) will inspect each deliverable within 30 business days of receipt by the Government. At the Government's discretion, comments

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

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

Section 8.0 Other Requirements

8.1 Report Style:

Research reports submitted as deliverables under this contract shall be written and composed in a style suitable for publishing by the Government (i.e., conforms to U.S. Government Printing Office Style Manual standards--see <http://www.gpoaccess.gov/stylemanual/browse.html>).

8.2 Monthly Progress Reporting:

The Contractor shall deliver progress reports by the 15th of each month that address progress on the contract work requirements, as they occur. The reports shall also include trip descriptions and significant meetings held or attended in performance of this contract. The progress reports shall be sufficiently detailed to allow the COTR to determine that the work efforts and level of progress are satisfactory. For example, the reports shall display hours expended by key personnel by phase and task. This is for quality assurance purposes, not necessarily for invoice payment or cost tracking purposes.

8.3 Key Personnel:

- 1) 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.
- 2) Should it become necessary for the contractor to substitute personnel for any reason, the Contracting Officer and COTR must be notified, in writing, with a proposed plan of action. The Contracting

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Officer and COTR will review the request and promptly notify the contractor of approval or disapproval.

- 3) If the Contracting Officer determines that suitable and timely replacement of key personnel who are no longer available or suitable 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 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 actions.

Attachments:

1. Proposal Instructions
2. Proposal Evaluation Criteria
- 7 ATTACHMENT 1 - INSTRUCTIONS FOR PROPOSAL

Attachment 1 - Instructions for Proposal

Technical Proposal

The technical approach and project management plan sections of the technical proposals are limited to 10 pages (combined), 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 12 point. The 1-inch margin required for text pages is not required for foldouts. Electronic versions of the proposal shall be submitted in Microsoft Word™, Excel™, and Project™, as appropriate. The Government will not count the following documents toward the 10 page limit:

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

IMPORTANT: No Price or Cost data should be in the Technical quote

Technical proposals shall contain the following elements:

1. Technical Approach, containing a technical discussion describing how the offeror would undertake a thorough actuarial review of the methodology and procedures used in the de termination of APH target rates.
2. Project Management Plan, containing:
 - a. *Work Breakdown Structure*—a preliminary work breakdown structure (WBS) organized around the contract deliverables, and identifying work activities (tasks) to the sub-task level, and labor resource estimates (categories and hours) assigned to each task and sub-task.

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- b. *Delivery Schedule*--a project schedule that meets the Statement of Work's delivery requirements. The proposed schedule will be evaluated as part of the technical proposal evaluation.
- c. *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 the deliverable due dates if the task is off schedule, and 4) a quality control matrix of productive hours each skill type will devote to quality control on each task.

3. Capabilities Statement, detailing:

- a. Your *key personnel* (those who would have primary responsibility for performing and/or managing the project, including subcontractors) with their qualifications and specific experience, particularly for previous work of this nature. NOTE: To be considered qualified under this solicitation, the lead actuary proposed for this project must be a Fellow of the Casualty Actuarial Society, a Member of the American Academy of Actuaries, and have substantive experience with Federal multiple peril crop insurance;
- b. The *organizational experience* for your organization (to include contract number & project description, period of performance, dollar amount, client identification with the reference point of contact & telephone number, and identification of any problems encountered on identified contracts and the corrective action taken). The Government may use the organizational experience information to evaluate the Past Performance factor. If RMA does not have past performance information for the offeror from the three years prior to the date of this solicitation, the Government will obtain past performance information by contacting the offeror's references. The areas of past performance surveyed are detailed in the Past Performance Evaluation Factor included in the solicitation. The Government may also consider past performance information obtained through other sources.
- c. Disclosure of any knowledge of any consultants or key personnel being proposed, and identification thereof, which have an agreement or employment arrangement in effect with another offeror under this solicitation or another contractor having an active contract with the Risk Management Agency. In the event there is a (potential) conflict of interest, the offeror shall identify as such in the Organizational Conflict of Interest Certification/Disclosure Statement.

Cost or Price Proposal

The Price and Cost (Business) proposal shall be separate from the Technical Proposal. The offeror shall propose prices that directly correspond to the deliverables and services offered. If additional deliverables are proposed (or fewer), the offeror shall include those deliverables separately in an alternate proposal. Full descriptions and justifications for the additional deliverables shall be included in the alternate technical proposal. The price/cost proposal must also include the following:

1. Prices for all work identified in this 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 cost realism and performance risk.
2. Subcontractors (Consultants and Subject Matter Experts): Each offeror's written price/cost proposal shall contain the following information for each subcontractor, consultant, and SME that will provide work under this proposal:
 - Name of the company or individual;
 - Type of work, hourly rate, and number of hours;
 - Total cost of subcontractors proposed, and its corresponding percentage of the proposal's overall labor cost.
3. Offerors shall propose a payment schedule suitable for the type of contract proposed. For firm-fixed-price contracts, the proposed payment schedule may correspond to actual deliverables submitted under the contract.

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Assumptions and Conditions: The Offeror shall detail all assumptions and conditions upon which the Offeror's quotation is based. If no assumptions or conditions are taken by the Contractor, this section should include the statement, "No assumptions or conditions are taken."

8 ATTACHMENT 2 - PROPOSAL EVALUATION CRITERIA

Attachment 2 – Proposal Evaluation Criteria

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. In accordance with the procedures in FAR 13.106-2, all offers will be evaluated based upon the criteria included in this solicitation. Although not required, the Contracting Officer reserves the right to conduct discussions with only those Offerors whose proposals have been determined to be the most highly rated. For those offers deemed the most highly rated, the Government may request revised proposals. It should also be noted that if the Contracting Officer determines that the number of acceptable proposals exceeds the number at which an efficient evaluation can be conducted, the Contracting Officer reserves the right to limit the number of proposals to the greatest number that will permit adequate competition among the most highly rated proposals. The Government will use adjectival ratings to evaluate each technical proposal against the Statement of Work using the stated evaluation criteria, below.

1.0 Technical Evaluation Factors (*in descending order of importance*):

- 1.1 **Technical Approach**—using the offeror's *technical approach discussion* (see Attachment 1, Proposal Instructions), the Government will evaluate the offeror's planned approach for developing the APH-Sesame pilot program. Aspects that will be considered include analytical rigor, practicality, ease of implementation, anticipated grower response, and alignment with current RMA procedure.
- 1.2 **Key Personnel Credentials**—using the offeror's *capabilities statement* (see Attachment 1, Proposal Instructions), this factor evaluates the individual skills, education and experience of the key personnel proposed for the technical work.
- 1.3 **Past Performance**—on this factor the Government will evaluate the quality of previous work products the offeror and its key personnel have produced. Offerors that combine greater professional competence with a demonstrated ability to deliver consistently high quality products will receive a higher evaluation. Aspects which will 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 or implemented).
 - 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;
 - Previous work products contained detailed, logical, and insightful analysis and recommendations, use of appropriate statistical methods, insight into potential program vulnerabilities, etc.

If RMA does not have past performance information for the offeror from the three years prior to this solicitation, the Government will obtain past performance information by contacting the offeror's references. The areas of past performance surveyed are detailed above. The Government may also consider past performance information obtained through other sources.

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- 1.4 Project Planning & Management Ability— using the offeror's *project management plan* (see Attachment 1, Proposal Instructions), this factor evaluates the Work Breakdown Structure, Delivery Schedule and Quality Control Plan.

2.0 Price Evaluation

Overall, the Government considers price less important than the above technical and business factors on this solicitation. However, as technical proposals 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. The prices will be evaluated separately, but in conjunction with, the technical proposal elements. A proposed price that is considered by the Government to be too low to accomplish the proposed technical approach may constitute a potential performance risk to the Government in terms of quality and ability to meet delivery schedules.

In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9 entitled "Contractor Qualifications". This includes examining the Quality Control Plan.

9 508 COMPLIANCE

508 COMPLIANCE.

The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following websites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>

<http://www.w3.org/WAI/Resources>

10 PP05-05 GOVPAY E-INVOICING

MAY 2005

GovPay Electronic Invoicing Requirements

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

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

Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

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

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

[End of clause]

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SECTION I -- CONTRACT CLAUSES

I.1 52.227-17 RIGHTS IN DATA--SPECIAL WORKS

DECEMBER
R 2007

(a) Definitions. As used in this clause—

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government 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 to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright— (1) Data first produced in the performance of this contract. (i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor’s consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

I.2 52.217-08 OPTION TO EXTEND SERVICES

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

(End of clause)