

among such firms.

If there is inadequate competition for award to a SDB concern, award will be made competitively to an active 8(a)-certified small business (8(a)) concern, provided that there is adequate competition among such firms.

- Adequate competition shall be deemed to exist if: At least two competitive offers are received from qualified responsible business concerns at the tier under consideration; and award will be made at a fair and reasonable price in accordance with (IAW) Federal Acquisition Regulation (FAR) 19.202-6.

NO CALLS

9. (AGENCY USE)

Solicitation questions due by 05/22/2019, 11:30am Eastern time.
Solicitation answers will be posted by COB 05/29/2019.
Solicitation RFP responses due by closing date: 06/18/2019, time: 11:30am Eastern Time.

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)

- SUPPLIES
- SERVICES

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.

12. ADMINISTERED BY CODE FNS-HQ-MGMT-ASD-C
FNS-HQ-MGMT-ASD-CMB
3101 PARK CENTER DRIVE
ROOM 228
ALEXANDRIA VA 22302

13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____

14. PAYMENT WILL BE MADE BY CODE _____

TELEPHONE NO.
UNIQUE ENTITY IDENTIFIER
CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:
16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 41 U.S.C. 253
() ()

15. PROMPT PAYMENT DISCOUNT

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	Tax ID Number: Not Available DUNS Number: Not Available Delivery Location Code: FNS-HQ-MGMT FNS-HQ-MGMT 3101 PARK CENTER DRIVE ROOM 314 ALEXANDRIA VA 22302 US Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA

24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY)

25. 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 CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

27. SIGNATURE OF OFFEROR/CONTACTOR

28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

NAME AND TITLE OF SIGNER (TYPE OR PRINT)	DATE SIGNED	NAME OF CONTRACTING OFFICER LAWRENCE WILLIAMS	DATE SIGNED
--	-------------	--	-------------

AUTHORIZED FOR LOCAL
REPRODUCTION PREVIOUS EDITION
NOT USABLE

STANDARD FORM 1447 (REV. 8/2016)
Prescribed by GSA - FAR (48 CFR) 53.214(d)



NO RESPONSE FOR REASONS CHECKED

<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> OTHER (Specify)			
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED

NAME AND ADDRESS OF FIRM (Include ZIP Code)	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX
STAMP
HERE

TO:
FNS-HQ-MGMT-ASD-CMB
FNS-HQ-MGMT-ASD-CMB
3101 PARK CENTER DRIVE
ROOM 228
ALEXANDRIA VA 22302

SOLICITATION NO. 12319819R0006

DATE AND LOCAL TIME _____

B - Supplies or Services/Prices

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	12319819R0006	4	74

NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
001	<p>Period of Performance: 09/20/2019 to 09/19/2024- including all Option Years.</p> <p>Services for Maintenance, Support and Enhancements of the Food Programs Reporting System (FPRS) and National Databank (NDB) IAW attached PWS. Product/Service Code: D307 Product/Service Description: Automated Information System Design and Integration Services</p>	1	EA		
002	<p>Services for Maintenance, Support and Enhancements of the Food Programs Reporting System (FPRS) and National Databank (NDB) IAW attached PWS. (Option Line Item) 09/19/2020 Product/Service Code: D307 Product/Service Description: Automated Information System Design and Integration Services</p> <p>Period of Performance: 09/20/2020 to 09/19/2021</p>	1	EA		
003	<p>Services for Maintenance, Support and Enhancements of the Food Programs Reporting System (FPRS) and National Databank (NDB) IAW attached PWS. (Option Line Item) 09/19/2021 Product/Service Code: D307 Product/Service Description: Automated Information System Design and Integration Services</p> <p>Period of Performance: 09/20/2021 to 09/19/2022</p>	1	EA		

004

Services for Maintenance, Support and
Enhancements of the
Food Programs Reporting System (FPRS) and
National Databank (NDB) IAW attached PWS.
(Option Line Item)
09/19/2022
Product/Service Code: D307
Product/Service Description: Automated
Information System Design and Integration
ServicesContinued ...

1 EA

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

12319819R0006

PAGE

OF

6

74

NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
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005	<p>Period of Performance: 09/20/2022 to 09/19/2023</p> <p>Services for Maintenance, Support and Enhancements of the Food Programs Reporting System (FPRS) and National Databank (NDB) IAW attached PWS. (Option Line Item)</p> <p>09/19/2023</p> <p>Product/Service Code: D307</p> <p>Product/Service Description: Automated Information System Design and Integration Services</p> <p>Period of Performance: 09/20/2023 to 09/19/2024</p>	1	EA		
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C - Description/Specifications

Performance Work Statement

Services for Maintenance, Support and Enhancements of the Food Programs Reporting System (FPRS) and National Databank (NDB)

**United States Department of Agriculture
Food and Nutrition Service**

1.0 INTRODUCTION

1.1 Purpose

The U.S. Department of Agriculture, Food and Nutrition Service, Office of Information Technology (USDA/FNS/OIT) seeks a qualified Contractor team for support and enhancements of the Food Programs Reporting System (FPRS) and National Databank (NDB).

The Contractor shall:

- provide technical assistance to all users of the FPRS and NDB; correct deficiencies in the current software;
- make software updates/upgrades to the current software and applicable manuals as mandated by the FNS Office of Financial Management, Program Data Branch (PDB).

FNS plans to utilize a performance-based contract structure for the FPRS/NDB.

1.2 Background

1.2.1 USDA Food and Nutrition Services (FNS)

The USDA Food and Nutrition Service (FNS) administers nutrition assistance programs for the U.S. Department of Agriculture. The mission of FNS is to provide children and needy families better access to food and a more healthful diet through its food assistance programs and comprehensive nutrition education efforts. In addition to providing access to nutritious food, FNS also works to empower program participants with knowledge of the link between diet and health. The Agency was established August 8, 1969, but many of the food programs originated long before FNS existed as a separate agency.

Formerly known as the Food Stamp Program (FSP), the Supplemental Nutrition Assistance Program (SNAP) is the primary source of nutrition assistance for nearly 40 million people. The Special Nutrition Programs support the administration of nutrition assistance programs which provide nutritious diets to low and marginal income people. These programs operate as a partnership between FNS, the States, and local organizations that interact directly with program participants.

The grantee reporting functionality in the FPRS investment is a major FNS tool for collecting, storing, tracking and analyzing grantee program information. NDB interfaces directly with FPRS and provides a single, consistent, official database to support analysis and public release of Agency program and financial information. Timely information allows FNS, USDA, Congress, and the White House to make policy and funding decisions related to food assistance. FPRS and NDB will continue to require a high level of O&M modification activity due to the changes in forms based upon the Farm Bill as well as continuing changes to other statutory laws and regulations. Continuance of these systems is critical to the management, administration and oversight of the FNS Programs. Curtailment of its continued operations would result in serious degradation in the ability of FNS to fulfill its legislated mission functions.

Below are the specifics about the FPRS and NDB systems.

1.2.2 Current Organization

USDA FNS is structured under an Administrator with four separate Associate Administrators. The functions of two of these Associate Administrators (Program Service & Support and Management, Technology & Finance) are to provide services to the other two Associate Administrators (Supplemental Nutrition Assistance Program, SNAP and the Special Nutrition Program, SNP).

The Office of Management, Technology and Finance has responsibility for awarding and administering the subject FPRS/NDB contract via its Contracts Management Division (CMD). The Office of Financial

Management (OFM) provides Financial Analysts to identify the budget and accounting for the funds. The Office of Information Technology (OIT) has responsibility for providing Program and Project Management support and technical support through all phases of the FPRS/NDB project.

The functional System Owner is in the Office of Financial Management, Budget Division. A successful Offeror must be able to understand, support and operate within the above FNS organizational structure.

1.2.3 Food Programs Reporting System (FPRS)

FPRS, an Internet-based application which uses a forms management engine, was implemented in March 2006. The Web-based Supply Chain Management (WBSCM) and Regional Office Administered Programs (ROAP) systems currently supply information to FPRS. These data sources for FPRS are expected to continually evolve. The forms management 'engine' is used for the dynamic generation of all forms, based on predefined metadata properties, instead of former programming-based techniques. These forms provide the means by which the State Agency (SA) and Indian Tribal Organization (ITO) report required cost and participation information about their administration of the FNS benefit programs they support, as well as the means by which FNS Regional and Headquarters staff can monitor and manage the programs from a regional and national perspective. Development, testing, and Production servers run in Alexandria, Virginia, at FNS Headquarters.

The FPRS application is the primary collection point for FNS program activity. Its primary purpose is to enable data reporting by participants in FNS programs. It is a web-based application that allows for data entry, as well as review and approval workflow processes related to the data. FPRS also provides nightly data to NDB. The main component of FPRS functionality is to support forms used by participants to report participation data. Currently, there are 185 form versions in the system. Active entities included in FPRS include over 362 State Agencies & Indian Tribal Organizations (ITO), over 3,000 Local Agencies, supported by 6,301 registered users. Since September 2006, there have been over 554,024 forms submitted through FPRS.

FPRS collects data from several FNS programs, including but not limited to:

- SNAP – Issuance, participation, financial, claims, disasters, and budget
- Child Nutrition (CN) – National School Lunch Program (NSLP), Breakfast, Child and Adult Care Food Program (CACFP), Summer foods – Meals (free, reduced, paid), participation, financial, number of schools/centers
- Women, Infants and Children (WIC) – Participation, financial, nutrition education, and breastfeeding promotion
- Commodity Supplemental Food Program (CSFP) – Participation, commodities issued, inventory, financial
- Food Distribution Program on Indian Reservations (FDPIR) – Participation, commodities issued, inventory, financial

The data entry and approval workflow provided and supported by FPRS includes Data Entry & Validation, Certification, Posting, and Verification of Data Accuracy. Organizations involved in this process include State Agencies & ITOs, FNS Regional Offices, and FNS Headquarters.

FPRS also provides users the option of analyzing the data with Excel spreadsheets. These spreadsheets are available for all form versions in the application.

Figure 1 below describes the use case for FPRS.

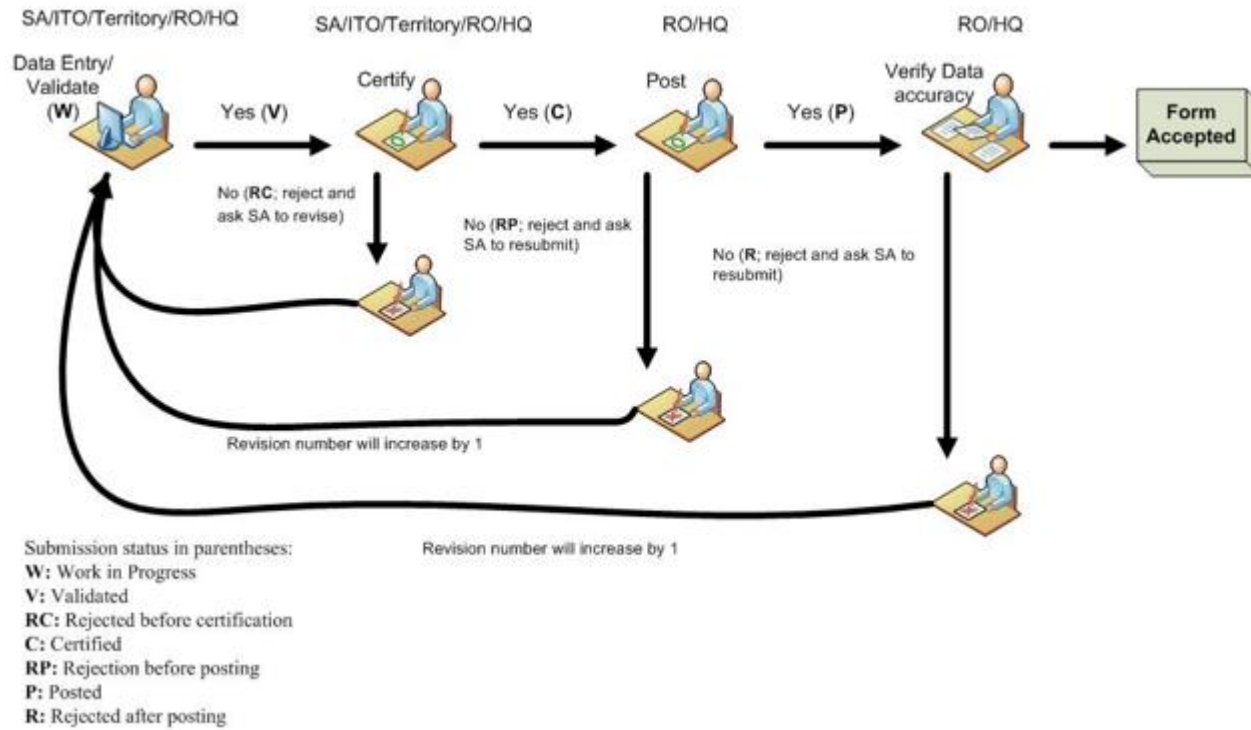


Figure-1: FPRS – Use Case

1.2.4 National Databank (NDB)

NDB, an Intranet-based application which uses a forms management engine, was initially developed in 1983 for the FNS Program Information Division, as the Public Information Data Bank (PIDB) which evolved into the NDB. In 1994 an NDB Long-Term study recommended the use of Client Server and Executive/Enterprise Information System technologies to make the NDB more flexible, usable and accessible. The current version, NDB 8.2, went live March 2006. Data from FPRS is automatically loaded into NDB for public release. Development and production servers run in Alexandria, VA. A dedicated testing server is also available and provided by FNS.

NDB is the Agency's official repository of program and financial data, in effect, a data warehouse. It is a web-based application available only to FNS users on the FNS Intranet. It receives data from multiple sources, primarily FPRS, from which it receives data on a nightly basis. NDB converts and aggregates FPRS data for analysis and reporting. It also provides the capability to estimate data when State submissions for a report month are missing. It contains various standard reports, which are available using Microsoft Excel. It also provides the capability for Ad Hoc queries and custom reports.

NDB contains data from 1989 to the present. The Intranet user interface went live in 2002. NDB contains 11,248 discrete data elements, 185 form versions, and contains over 364 active State Agencies/ITOs. NDB provides 41 Keydata reports for all years of data, as well as 7 standard fixed reports, 14 customized state level reports, 11 customized Sub-state level reports, and 298 canned reports. Data from NDB is eventually used by various public federal websites, as well as FNS analysts and for official agency reports.

Figure 2 below describes the website map for NDB.

NDB - WEB SITE MAP

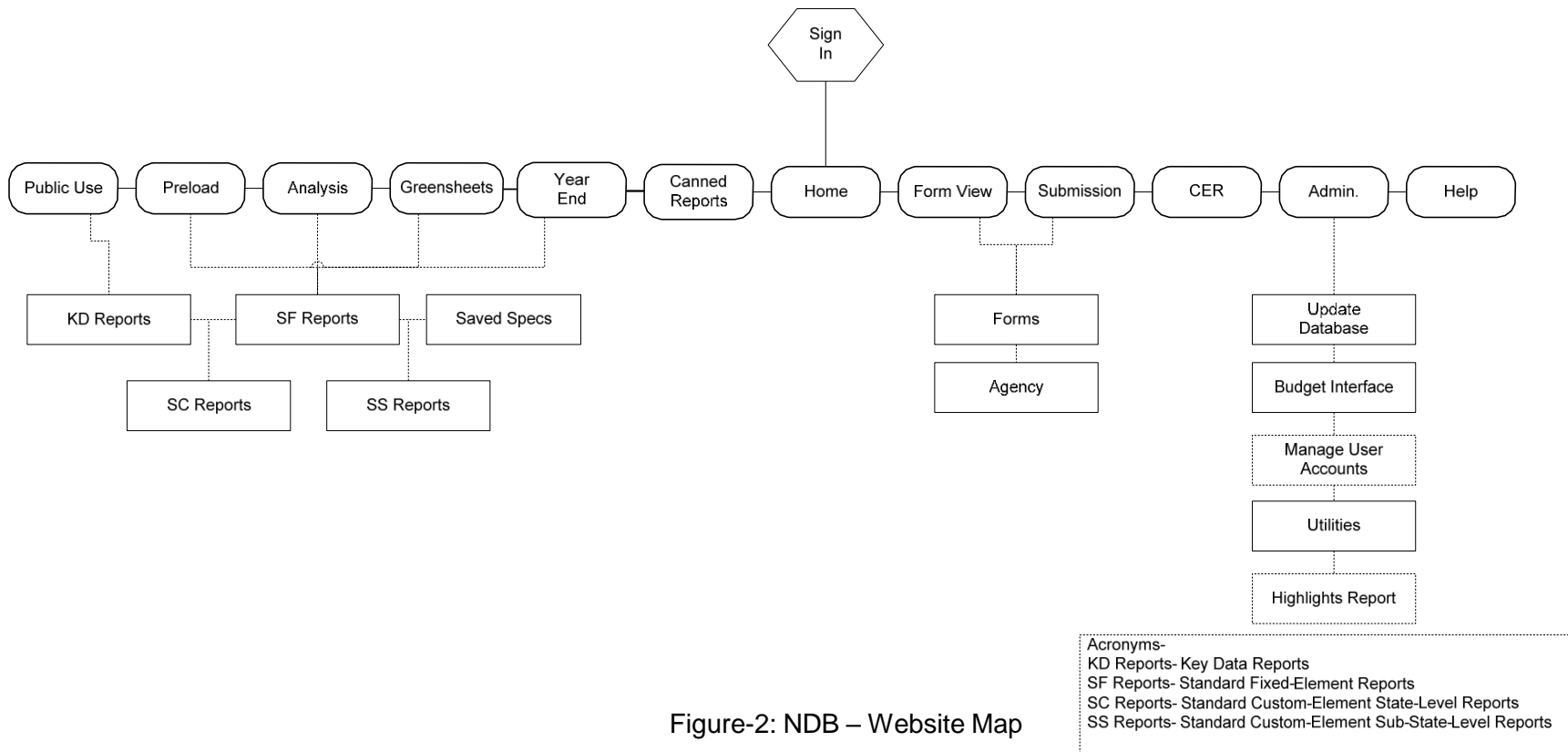


Figure-2: NDB – Website Map

1.2.5 Relationship between FPRS and NDB

Figure 3 illustrates the relationship between FPRS and NDB. Any change in FPRS leads to corresponding changes in NDB. The Business Rules for FPRS are editing and validation rules, while the Business Rules for NDB are derivation and transformation rules. The Contractor is responsible for understanding the underlying business rules for FPRS and NDB and the impact of those rules for the systems to function correctly, therefore it is vital for the Contractor to understand how change(s) in FPRS affect NDB. It is equally essential to understand the relationships between forms and rules within FPRS, as a change to one rule/form may affect other rules/forms and the same applies to how the data is compiled and derived within NDB.

As an example, an addition or deletion of a data element in FPRS form will not only require a change in the corresponding form used by NDB but it will also involve analysis of the underlying business rules. There are two components to supporting this change: first to analyze which form(s) uses the changed data element(s) so that appropriate changes can be made on all forms affected by the change to a form, and secondly to estimate the level of effort required to change the associated form(s).

See PWS Task 1 (FPRS and NDB Business Rules Knowledge) for more details about FPRS and NDB Business Rules.

1.3 Hosting Environment

The current production environment for FPRS and NDB is hosted at FNS Headquarters in Alexandria, VA. Non-production environments have been created by FNS and are located in Alexandria, VA. A dedicated test environment is available and provided by FNS. The environments are Microsoft-based and utilize SQL Server as the database backend. Both applications are available via web browsers.

1.4 FNS Change Management Process

1.4.1 Change Request (CR) Process for O&M

The primary means to introduce changes to FPRS/NDB is the Change Request (CR) process for O&M. Once a change has been identified, a CR is created in the CR tracking system. Once the CR has been created, the Contractor will perform business and system analysis to determine the impact of the change to the overall system. After this analysis, the Contractor will provide a Level of Effort (LOE) to FNS, with the number of hours and labor categories/rates involved in making the change. A Change Control Board (CCB) meeting convenes on a monthly basis to discuss, approve, and prioritize CRs. Once the CR has been approved by FNS, the Contractor will begin the work of implementing the CR into the FPRS/NDB application, including business analysis, code development, quality assurance, and migration to a User Acceptance Testing (UAT) or other FNS pre-production environment. This post-development delivery shall come in the form of a release package, and it should be production-ready.

The release package shall contain updates on the following items, if they have been affected by the change:

- Software Patch
- Service Patch
- Database Patch
- System Design Document
- System Requirements Specification
- Detailed Requirements Specification
- Installation Guide

- Online User Guide
- User Guide
- Computer Based Training Module
- Release Note(s)

Once the CRs have been released to production and verified by FNS, they shall be considered Closed.

1.4.2 Ad Hoc CR Process

Occasionally, there will be a need for changes outside of the monthly CR/CCB process. For example, a change may be needed for the issuance of a patch from a software vendor. These types of changes may also result from the issuance of a Security Bulletin from organizations like the US Computer Emergency Readiness Team (US CERT), the Department Office of Cyber Security (Cyber) or from the FNS Information Security Office (ISO).

In many of these instances the Agency cannot wait for the regular CR schedule to implement these changes. As such these changes shall be identified by the CO or COR and implemented by the FPRS/NDB Contractor in a timely manner.

The Contractor shall be required to document the elements comprising the “change” and update the Installation and Configuration Guide to reflect the new configurations. Both shall be sent to the CO or COR and, in turn delivered to FNS for implementation. The Contractor shall verify that the Configuration Change was implemented and notify the CO or COR.

The objective of the foregoing change management process is to ensure that the Contractor is responsible for updating all design and business process FPRS/NDB documents affected by CRs before the Contractor can be construed to have fully implemented a given CR.

1.4.3 Production Database Change Requests (PDCRs)

One additional way to implement changes to the FPRS/NDB system is through Production Database Change Requests (PDCRs). Typically, PDCRs are changes to the underlying data only, and are accomplished via database scripts.

PDCRs will be thoroughly tested in the development environment to ensure that their impact on the production environment meets expectations. Generally they are Structured Query Language (SQL) statements that insert, delete or change one or more pieces of data to meet the needs of the System Owner.

PDCRs are similar to CRs, in that a change is identified by one of the stakeholders and agreed to by the System Owner. The PDCR is then developed by the Contractor and implemented in a non-production environment as well as fully tested. A set of PDCR execution instructions and the actual database scripts shall then be delivered to FNS. A backup of the database shall be made prior to the execution of the PDCR. The PDCR shall be executed by the FNS DBA assigned to that work. The Contractor shall ensure that the PDCR executed successfully and inform the CO or COR and the System Owner. If the Contractor identifies that the PDCR did not execute successful, then the Contractor shall notify the CO or COR and the System Owner. They will make an immediate decision to either roll back to the previous state or enact an Emergency Release.

The objective of the foregoing PDCR change management process is to ensure that the Contractor will be responsible for updating all FPRS design and business process documents affected by PDCRs before the Contractor can be construed to have fully implemented a PDCR.

1.4.4 Emergency Releases

An unanticipated flaw in any prior releases may result in an Emergency Release to address the situation.

Emergency Releases are developed, tested and implemented as quickly as possible to minimize the impact to the user community.

The form of the emergency release is that an Emergency CR is opened; the application, database and/or configuration changes are developed and tested immediately and, once approved are incorporated into the production environment.

The initial release documentation will be updated within one (1) business day of implementing the Emergency Release. The CO or COR shall be notified when the Emergency Release has been deployed to the production environment and verified.

2.0 SCOPE OF WORK

2.1 Types of Services

The Contractor shall maintain FPRS, NDB and other systems in support of FNS's operations. Accordingly, Contractor technical support services shall provide:

- Operations and Maintenance (O&M) Support for FPRS and NDB
- Other Program Data Branch (PDB) Support

The Contractor shall possess knowledge of the FNS business environment surrounding the use of FPRS/NDB and the associated forms, staffing plan, key personnel and the labor categories and associated rates eventually proposed to the requirements described in Section 2.2 below.

The Government anticipates that the nature of the total work performed will be O&M, however if in the future, when Development of major enhancements to FPRS or NDB is needed, then FNS will issue a separate request. FNS considers enhancements as major changes to the Agency systems such as; a) Business process re-engineering b) System modernization for either FPRS/NDB c) Consolidating FPRS and NDB into a single system d) System redesign of FPRS or NDB etc.

All Contractor work performed shall be done off-site.

2.2 Operations and Maintenance (O&M) Support for FPRS and NDB

The Contractor shall provide technical support to system maintenance, system analysis, system design, programming, testing, and integration necessary for the maintenance of FPRS and NDB. These services shall include: the generation of software, making corrections to current software, software analysis, testing and documentation; software change proposals and software problem requests generation and processing; software distribution and development; and, operation and maintenance of software tracking systems. The Contractor shall also provide Help Desk support for FPRS and NDB. The subtasks for the operations and maintenance support are as follows:

- a) Help Desk and Production Operations, including User Account Maintenance
- b) Software Upgrade(s) & Hardware Support
- c) Replace/Update existing forms
- d) Creation of New Forms and New Form Versions
- e) Database Management Support
- f) Management Reporting
- g) System Administrative Capabilities (such as add, delete and modify files/report/forms)
- h) Change Requests (CR) for O&M, Production Database Change Requests (PDCR)
- i) Change/Creation of Form Analysis Sheets and Reports
- k) Modifications to Interfaces with Other Systems

- l) Support for the Implementation and Maintenance of all new grants and program database requirements
- m) User Training/User Manuals as required, including how-to training videos
- n) Technical Support Coordination
- o) Application and Data Equipment Maintenance as required
- p) Business Analysis and Quality Assurance Support
- q) System Documentation, Test Plans and Test Data
- r) Configuration Management Support, including administration of Team Foundation Server (TFS)

2.2.1 Deliverables

The Contractor will be required to deliver updated system documentation on a monthly basis for the work performed during that particular month. The deliverables will include:

Proposed Task Order Deliverables Schedule					
No.	Title	Description	Format	Frequency	
N/A	<i>Monthly FPRS/ND B Project Management Report</i>	Summary of previous month's activities including any management issues, status, recommendations, and suggested resolutions	Adobe PDF	10th working day of each month	
001	<i>Detailed Project Plan</i>	A Microsoft Project file that includes start, milestone, and completion dates reflecting the FPRS WBS	Project	Project start and on the 10th working day of each month	
002	<i>Earned Value Status Report</i>	A detailed breakdown of the progress of the work performed measured against the overall financial expectations	Excel	4th business day of each month	
003	<i>Project Status Report</i>	A concise listing of actions, planned and executed, covering a weekly period of the project	Adobe PDF	Weekly	
004	Certification and Accreditation documents	A detailed accounting of security and disaster recovery procedures to conform to agency standard qualification criteria	Adobe PDF	Updated as required in order to attain and maintain C&A of FPRS and NDB	
005	<i>CR Report</i>	A concise listing of all outstanding CRs and PDCRs, as well as those that have been closed in the	Adobe PDF	Monthly	

			past month		
	007	<i>Help Desk Database Log, CR summary reports and the Deliverable Status Report</i>	A complete and concise listing of all help desk and support activity in the previous month; a summary of CR reports; listing of all deliverables with the current status (including relevant dates) for each	Adobe PDF	10th working day of each month
	008	Training materials	A detailed step-by-step instructions on system usage	User defined	Updated as required when necessitated by major system changes
	009	<i>System Design Document</i>	A detailed overview of the architecture, class, and database structures for the front and back ends	Adobe PDF	Updated annually or as required when major system changes have occurred
	010	<i>Functional Requirements Document</i>	A detailed description of inputs, behavior and outputs	Adobe PDF	Updated as required when major system changes have occurred
	011	<i>Requirements Traceability Matrix</i>	A compilation of all the detailed (low-level) requirements from the start of the project	Adobe PDF	Updated when software changes have occurred
	012	<i>Installation "Blue Screen" Guide</i>	A detailed step-by-step guide to the complete installation of all elements of the application, including the implementation of patches	Adobe PDF	Updated when software changes have occurred

	013	<i>User Manual; computer-based training (CBT)</i>	A detailed instruction guide for application users; high level training materials presenting both an introduction to and an overview of the application	Adobe PDF and Web Help system	Updated as required when major system changes have occurred
	014	<i>System Test Plan and Results</i>	The contractor's complete test history for an individual release, including (when applicable) test cases and final outcomes	Adobe PDF	Delivered as part of each CR package for user acceptance testing

Sections 2.2.2 and 2.2.3 describe the O&M support for FPRS and NDB respectively.

2.2.2 FPRS O&M Support

This task concerns with the operations and maintenance support for FPRS system. Table 1 provides the PWS matrix for FPRS O&M support. These elements are subject to change upon concurrence of the COR and FPRS Project Management team. Any changes will be reflected in the monthly performance report delivered by the contractor.

With any modifications, the Contractor shall perform business analysis to determine any effect on the underlying system requirements. If modifications result in requirements changes, the Contractor shall document those requirements and provide traceability from requirements through design, testing and quality assurance.

If modifications result in major changes, the Contractor shall provide technical assistance, system walkthroughs, and generalized training to demonstrate the functionality of the system, as required by FNS.

The FPRS system undergoes modifications several times per year, with varying degrees of complexity and resource consumption. As legislation or regulations change, new forms or programs may be required to be added to the system, or existing forms may need to be updated. In addition, FPRS also provides Excel-based versions of the forms. As the system changes, the Contractor has responsibility and shall change the Excel-based versions as well. As current form versions become obsolete, they must still be maintained in the system.

Performance Work Statement (PWS) Matrix for FPRS O&M Support

Objectives	Required Services	Metrics (Performance Standards)	Acceptable Quality	Monitoring Method	Incentive/Disincentive
Operations and Maintenance (O&M) Support for the FPRS System	Provide technical support for system maintenance CR(s) and PDCR(s) Support system analysis, system design, programming, testing, and integration necessary to the maintenance and specified modifications of existing applications	Timely initial response to service tickets Service Availability	Incident resolution or escalation 1 day 98%	Cycle time analysis of service tickets System Monitoring	CPARS Evaluation; Option Period
Business Analysis and Business Rules Maintenance	Provide comprehensive business analysis support for the maintenance of business rules. Support should also be provided for the creation of new business rules and modifications(s) to current business rules.	Baselines shall be maintained and updated regularly as required by Project Plan Peer review of all deliverables	100% accuracy Maintained to plan	Review of the Project plan User acceptance of all deliverables	CPARS Evaluation; Option Period
Production Support	Execution and monitoring of the FPRS System operations, running operational components designed for administrators and/or operators, monitoring the operational integrity of systems during operation cycles, communicating with external organizations and the user community and tracking activities performed via logs, status reports, and available statistical information and analysis	Timely initial response to service tickets Service Availability	Incident resolution or escalation 1 day 98%	Cycle time analysis of service tickets System Monitoring	CPARS Evaluation; Option Period
Help Desk Support	Provide a full service Help Desk support to all customers accessing the FPRS System	First Contact Resolution Customer Satisfaction	Satisfactory 50 – 60% Excellent 75% 95%	Incident reports monitoring Survey of helpdesk contacts	CPARS Evaluation; Option Period

QA/CM	<p>Provide required documentation, hardware and software system information. Tasks for CM are plan development and updates, configuration identification, configuration change control and baseline management.</p> <p>Tasks for QA are testing the system, finding, reporting bugs in the code, preparation of test cases and preparation of test plans.</p>	<p>Baselines shall be maintained and updated regularly as required by Project Plan</p> <p>Peer review of all deliverables</p>	<p>100% accuracy</p> <p>Maintained to plan 100%</p>	<p>Review of the CM plan</p> <p>Independent QA Audits</p>	<p>CPARS Evaluation; Option Period</p>
Project Management and Reporting	<p>Provide the planning, direction, coordination, and control to effectively and efficiently accomplish all implementation, operations, and reporting activities</p>	<p>Deliverables are submitted on or before the due date specified in the Plan</p>	<p>100% unless prior waiver from COR</p>	<p>Analysis of Project Plan, Status Reports, and Project briefings</p>	<p>CPARS Evaluation; Option Period</p>

2.2.3 NDB O&M Support

The objective of O&M for NDB is to maintain and keep NDB operational and functioning on a daily basis. As such, the Contractor shall provide functional and technical integration support required to maintain and operate the NDB system. This includes the development of Change Requests (CRs) for O&M that are approved by the system owner. CRs are opened during the O&M process as a vehicle for introducing change(s) into the system.

With any modifications, the Contractor shall perform business analysis to determine any effect on the underlying system requirements. If modifications result in requirements changes, the Contractor has responsibility for documentation of those requirements and providing traceability from requirements through design, testing and quality assurance.

As updates are required, the Contractor shall deliver the appropriate updated system documentation, which include:

- Concept of Operations
- Business Process Models
- Requirements Traceability Matrix (RTM)
- High-Level Design Document
- Infrastructure Blueprint/Diagrams
- Use Cases
- System Test Plan
- Operations Manual
- Test Results and Evaluation Report

If modifications result in major changes, the Contractor shall provide technical assistance, system walkthroughs, and generalized training to demonstrate the functionality of the system, as required by FNS.

The NDB system undergoes O&M modifications several times per year, with varying degrees of complexity and resource consumption. As legislation or regulations change, new forms or programs may be required to be added to the system, or existing form data elements may need to be updated. In addition, NDB also utilizes Excel-based reports, and as the underlying forms change, so must the reports, to reflect the new forms. The Contractor shall also update ad hoc query or reporting functionality to reflect new or changed forms. In addition, as technology advances, the system may undergo fundamental infrastructure changes, such as using a new version of SQL Server or Internet Explorer.

For NDB, the Contractor shall add new data elements, output reports, and menu screens as needed. The Contractor shall also develop interfaces and repositories necessary to store program and financial data. The Contractor has responsibility for providing support for the implementation of new grants and program database requirements. Additionally, the Contractor shall develop additional analysis shells to facilitate user analysis of NDB data.

As changes are made through O&M CRs the Contractor has responsibility for updating applicable documentation, including requirements, design, user, and configuration/installation documents.

The Contractor shall provide back-up and disaster recovery support. Their staff members will perform work to install, configure, and operationalize new hardware (e.g., virtual servers) and software components, in coordination with FNS and hosting providers.

The Contractor shall provide technical assistance, system walkthroughs and generalized training to demonstrate the functionality of the systems as required by FNS, as needed.

The Contractor shall provide Database Administration (DBA) services for the NDB system, including monitoring the servers; however, the Contractor will not have direct or administrative access to the

production environment. The Contractor shall correct any errors encountered with the NDB database as directed by FNS. The Contractor shall provide back-up DBA support for NDB.

Performance Work Statement (PWS) Matrix for NDB O&M Support

Objectives	Required Services	Metrics (Performance Standards)	Acceptable Quality	Monitoring Method	Incentive/Disincentive
Operations and Maintenance (O&M) Support for the NDB System	Provide technical support for system maintenance, CR(s) and PDCR(s) support, system analysis, system design, programming, testing, and integration necessary to the maintenance and specified modifications of existing applications	Timely initial response to service tickets Service Availability	Incident resolution or escalation 1 day 98%	Cycle time analysis of service tickets System Monitoring	CPARS Evaluation; Option Period
Business Analysis and Business Rules Maintenance	Provide comprehensive business analysis support for the maintenance of business rules. Support should also be provided for the creation of new business rules and modifications(s) to current business rules.	Baselines shall be maintained and updated regularly as required by Project Plan Peer review of all deliverables	100% accuracy Maintained to plan	Review of the Project plan User acceptance of all deliverables	CPARS Evaluation; Option Period
Production Support	Execution and monitoring of the NDB System operations, running operational components designed for administrators and/or operators, monitoring the operational integrity of systems during operation cycles, communicating with external organizations and the user community and tracking activities performed via logs, status reports, and available statistical information and analysis	Timely initial response to service tickets Service Availability	Incident resolution or escalation 1 day 98%	Cycle time analysis of service tickets System Monitoring	CPARS Evaluation; Option Period
Help Desk Support	Provide a full service Help Desk support to all customers accessing the NDB System	First Contact Resolution Customer Satisfaction	Satisfactory 50 – 60% Excellent 75% 95%	Incident reports monitoring Survey of helpdesk contacts	CPARS Evaluation; Option Period

QA/CM	<p>Provide required documentation, hardware and software system information.</p> <p>Tasks for CM are plan development and updates, configuration identification, configuration change control and baseline management.</p> <p>Tasks for QA are testing the system, finding, reporting bugs in the code, preparation of test cases and preparation of test plans.</p>	<p>Baselines shall be maintained and updated regularly as required by Project Plan</p> <p>Peer review of all deliverables</p>	<p>100% accuracy</p> <p>Maintained to plan 100%</p>	<p>Review of the CM plan</p> <p>Independent QA Audits</p>	<p>CPARS Evaluation; Option Period</p>
DBA	<p>Installation of SQL Server, Database design and implementation, backup and recovery, maintain database security, database tuning and performance monitoring, application tuning and performance monitoring, maintain documentation and standards, Plan growth, provide 7x24 support when required, technical trouble shooting, and other SQL Server-trouble shooting</p>	<p>Timely initial response to service tickets</p> <p>Service Availability</p>	<p>Incident resolution or escalation 1 day</p> <p>98%</p>	<p>Cycle time analysis of CRs</p> <p>System Monitoring</p>	<p>CPARS Evaluation; Option Period</p>
Project Management and Reporting	<p>Provide the planning, direction, coordination, and control to effectively and efficiently accomplish all implementation, operations, and reporting activities</p>	<p>Deliverables are submitted on or before the due date specified in the Plan</p>	<p>100% unless prior waiver from COR</p>	<p>Analysis of Project Plan, Status Reports, and Project briefings</p>	<p>CPARS Evaluation; Option Period</p>

2.3 Other Program Data Branch Support

The Office of Financial Management Program Data Branch (PDB) relies heavily on technology to facilitate the collection, analysis, and reporting of program data. Much of their business needs is satisfied by the FPRS and NDB systems. However, as new reporting requirements are created, either via legislation/regulations (e.g. the American Recovery and Reinvestment Act), or by new business processes, PDB requires additional technical and business analysis services in order to achieve their goals and mission. These services may include simple web application development, simple database/query development, or other minor business analysis efforts on an ad hoc basis.

3.0 PWS AND TASK ORDER ADMINISTRATION

Performance of all task orders under this PWS will be managed by the Agency Contracting Officer (CO) who may choose to delegate some responsibility to the Contracting Officer Representative (COR) for day-to-day monitoring and review. Delegation of responsibility is solely at the CO's discretion and is not required. Either the CO or the COR (acting under the authority of the CO) shall monitor performance with respect to the acceptable quality levels as stipulated below.

3.1 Monthly Program Management

Program Management Review will occur once each month. If the normal day falls on a holiday or non-work day then the Contractor and CO or COR shall identify a mutually agreeable day for the meeting. The Contractor shall prepare the agenda, all documentation and facilitate the discussion. Topics covered shall include but are not limited to:

- Schedule
- Risk
- Scope (Change)
- Action Items

Personnel involved in the Monthly Program Management Meetings may include the FNS IT Project Manager, the CO or designee, the Contractor Project Manager and the Business Owner or designee.

3.2 Invoicing and Billing

The Contractor shall submit monthly invoices for the work performed by Subtask. FNS will review all invoices, accept and/or resolve differences and process invoices for payment in accordance with the Prompt Pay Act.

3.3 Approval of Personnel and Administration

The Contractor shall deliver Background Investigation (BI) forms for all personnel providing services to the Department. Forms shall be delivered to the CO or designee. Any personnel found to pose a risk or to be misleading in responses submitted in the BI documentation shall be removed at no cost or risk to the Department or the Agency. Decisions in this area are at the sole discretion of the CO and cannot be delegated. Additionally personnel found to be misusing Government equipment shall similarly be removed from participation under this PWS at no cost to the Department or the Agency.

All personnel rolling off of the project or working on the project at completion shall complete and submit a Contractor Separation Form prior to the last billed day.

All personnel participating under this PWS shall complete annual Computer Security Awareness Training and all other training required for Contractors providing technical services. Failure to fulfill this requirement may result in removal from participation under this PWS at no cost to the Department or the Agency.

The Contractor will submit notice to the Contract Officer when the Contractor has incurred costs equal to 80% of the funds available on the contract. The Contractor will also submit notice to the Contracting Officer when the Contractor has incurred costs equal to 90% of the funds available on the contract.

3.4 Escalation

It is in the Government's interest to be fair and equitable when dealing with the Contractor. However in the unlikely event those differences cannot be overcome between the Contractor and the CO, the Contractor may choose to escalate an issue to the Director of the Contract Management Division. The Director shall then manage the issue using Agency and Departmental policies and procedures.

4.0 PERFORMANCE STANDARDS

Performance for the FPRS, NDB and Program Data Branch subtasks described in this PWS shall be monitored against a number of criteria including quality, timeliness, quantity and scope. The below table identifies acceptable performance levels for the Tasks and Subtasks include but are not limited to:

Service	Quality	Timeliness	Satisfaction	Scope	Incentive/Disincentive
Application Up-time	Application is available and running 99 percent of the time, excluding planned outages or Hosting Environment Issues	System should be available from 6am EST until 8pm EST, Monday – Friday, excluding holidays	System is available 99 percent of the time	Contractor monitors the system for availability and remedies any unplanned outages promptly	CPARS Evaluation; Option Period
Normal CR	Bug free, vulnerability free, <1 Emergency Release per year due to defects.	Once Contractor is notified of CR approval, LOE will be delivered within 1 week. After development, release package delivered within 1 day of final agreed upon schedule.	CR is verified as working in production by system users or business owners	Release package is accepted by the Government.	CPARS Evaluation; Option Period
Emergency CR	Bug free, vulnerability free	Once Contractor is notified of issue, they must acknowledge their awareness within 2 hours. The fix must be delivered to FNS within 24 hours	CR is verified as working on production by system users or business owners	Release package is accepted by the Government	CPARS Evaluation; Option Period
Quality Assurance	Application is able to be released to the Production environment.	QA testing must be completed prior to the release package being delivered to the Government	There are no outstanding issues from testing that preclude the application from being released.	Delivered Application is consistent with the requirements/CRs and is defect and vulnerability free.	CPARS Evaluation; Option Period
Release	Application is able to be released to the Production environment.	Government has at least 2 days to review the release package and provide the release to the integration resource	Comments from previous builds have been implemented.	Delivered Application is consistent with the requirements and design.	CPARS Evaluation; Option Period

PDCRs	Data that is intended to be changed, inserted or deleted is indeed adjusted and other data is not affected.	The PDCR is released within 2 business days of the schedule identified at confirmation of the data to be adjusted.	PDCRs are released without any negative impacts or need for follow-on work to correct issues.	SQL statements are developed and delivered to insert, change or delete data. The contractor will not perform PDCRs due to separation of duties and least privilege requirements.	CPARS Evaluation; Option Period
Help Desk Support	All inquiries are responded to and escalated when necessary	Responses to emails and phone calls will be within 1 business hour. Issues that can't be addressed within 1 business day following the response shall be escalated within 2 business day. Coverage 8am-5pm; M-F, excluding holidays.	All inquiries have been responded to within 1 business day. Once it has been determined the issue can't be resolved within 1 business day, escalation will have occurred within 2 hours.	Responses to all emails and phone calls. Escalation performed on issues not resolved within 1 business day.	CPARS Evaluation; Option Period

These elements and measures are subject to change with the concurrence of the Government and Contractor Project Management team. Changes will be reflected in monthly performance measurement reports delivered by the contractor.

5.0 OPERATING CONSTRAINTS

The work and services identified in the subject procurement shall be performed off-site, and not at a Government facility.

The Agency, USDA FNS will provide production & non-production environments, and will provide access to the non-production environments including development, quality assurance, testing, integration, etc.

At no point shall the production or non-production environments be located at the Contractor's facility. FNS may provide one or more computer workstations on which this work shall be performed. The Contractor shall be able to provide services to help coordinate, assist, and verify any releases to the production environment.

The work identified in this procurement shall adhere to the rules, regulations, laws, standards and conventions identified by the Agency, the Department as well as within the Federal Government.

Specifically this procurement shall be bound by:

- Federal Acquisition Regulations (FAR)
- Clinger-Cohen Act
- Computer Security Act, 1987
- Government Information Security Reform Act, October 2000
- USDA Secure Code Policy
- An Introduction to Computer Security: The NIST Handbook, December 1995
- Risk Management Guide for Information Technology Systems, October 2001
- Guide for Developing Security Plans for Information Technology Systems, December
 - 1998
- Security of Federal Automated Information Resources, February 1996
- A Practical Guide to Federal Enterprise Architecture, February 2001
- Section 508 of the Rehabilitation Act of 1973
- e-Gov platforms including:
 - e-Authentication
 - President's Management Agenda (PMA)
 - Enterprise Architecture
 - Capital Investment Planning protocols
 - IT Security Line of Business
 - Compliance and integration with all appropriate e-Gov Initiatives
 - Paperwork Reduction (PRA) & Government Paperwork Elimination Acts (GPEA)
 - ADP/Information Security Program
 - HSPD-12, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standards (FIPS) 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors".

D - Packaging and Marking

Provide packaging, packing, preservation, and marking requirements, if any.

E - Inspection and Acceptance

Include inspection, acceptance, quality assurance, and reliability requirements (see FAR [Part 46](#), Quality Assurance).

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996) 452.246-70 Inspection and Acceptance. (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at and by: [See Contracting Officer Representative (COR) on record].

(End of clause)

F - Deliveries or Performance 52.211-8 Time of Delivery. (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

Required Delivery Schedule: In accordance with (IAW) the Performance Work Statement (PWS).

(Contracting Officer insert specific details)		
Item No.	Quantity	Within Days After Date of Contract
[Item No.]	[Quantity]	[Within Days After Date of Contract]
[Item No.]	[Quantity]	[Within Days After Date of Contract]
[Item No.]	[Quantity]	[Within Days After Date of Contract]

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

Offeror's Proposed Delivery Schedule		
Item No.	Quantity	Within Days After Date of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term *working day* excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

G - Contract
Administration Data

Post Award Conference:

Within two weeks after contract award, the contractor shall contact the Contracting Officer to discuss the agenda and key personnel to attend the post-award orientation meeting. Within two weeks of the award of this contract, the contractor shall meet with FNS staff in Alexandria, Virginia. The purpose of this meeting is to refine expectations for the project, initiate working relations, and orally present technical approach to accomplishing the work, challenges, and rocks in the road that could cause delays or interruptions to the prosecution of the contract work.

Within one week after the orientation meeting, the contractor shall submit to FNS an electronic copy of the draft Summary Memorandum documenting the discussion. It shall summarize the meeting, including an elaboration of project objectives, decisions reached, and identification of any outstanding issues and strategies for resolving them. The final meeting summary (in electronic form) shall incorporate FNS's comments and be provided to FNS within one week of receiving FNS feedback.

(a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract. This authority remains solely with the Contracting Officer. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(b) Only the Contracting Officer, Contract Specialist have the authority to contact the contractor to discuss costs and/or technical requirements of the contract.

(c) Contact from other government employees could result in unauthorized commitments. Government representatives who are working on, or asked to work on, a particular contractual issue should inform and coordinate the activity with the Contracting Officer or COR. The COR must be a part of all contacts and meetings with the contractor that pertain to scope or cost. Depending on the nature of the meeting, the COR must also give advance notification to the Contracting Officer or Contract Specialist. All contacts with the contractor must be documented and retained with the COR's contract correspondence file.

As deemed appropriate, one copy must be forwarded to the Contracting Officer. Examples of documented contacts are providing technical direction, work plan instructions, deliverable rejection, potential changes to the Performance Based Work Statement or delivery schedule, costs and subcontractor or consultant recommendations.

(d) The contractor shall designate one individual to be contacted during the period of the contract for handle contract administration in a prompt and timely manner:

Name:*

Title:*

Phone:*

Email:*

*to be completed by Contractor

(e) Contracting Officer (CO):

Lawrence Williams

(f) Contracting Officer's Representative (COR):

Tim Kreh

Program Data Branch

Budget Division

3101 Park Center Drive, 2016

Alexandria, VA 22302

Contracting Officer's Representative (COR):

Definitions:

"Contracting Officer's Representative" – The Contracting Officer's Representative (COR) is designated by the Contracting Officer, in writing, and is contract order specific. The COR is the technical representative for all technical requirements of the specific contract.

"Contracting Officer" – The Contracting Officer (CO) is the exclusive agent of the Government with the authority to enter into, and administer contracts. Thus, the CO has the responsibility to see that all requirements of the law and regulation are followed. The CO is the only individual with authority to enter into, administer, or terminate contracts. The CO ensures performance of all necessary actions for effecting contracting, ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships.

The COR is not authorized nor has authority to:

- Award, agree to, or sign any contract, delivery order or task order. All contractual agreements, commitments, or modifications shall be made only by the CO.
- Make any commitments or otherwise obligate the Government, or to make any changes to the contract.
- Grant deviations from or waive any of the terms and conditions of the contract.
- Impose or place a demand upon the contractor to perform any task or permit any substitution not specifically provided for in the contract.
- Increase the dollar limit of the contract, or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds.
- Give direction to the contractor or to the employees of the contractor except as provided for in the contract.
- Change the period of performance.
- Authorize the purchase of equipment, except as required under the contract.
- Authorize the furnishing of Government property, except as required under the contract.
- Authorize subcontracting or the use of consultants.
- Approve shifts of funding between line items of the budget.
- Approve travel and relocation expense over and above that provided for in the contract.

- Authorize the use of overtime.
- When, in the opinion of the contractor, the COR requests effort outside the existing scope of work, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract; or until the issue has been otherwise resolved.

Contractor Performance Assessment Rating:

(a) Pursuant to FAR 42.1502, this contract is subject to Contractor Performance Assessment Rating System (CPARS) (if over \$150,000). CPARS is an automated centralized information system accessible via the internet that maintains reports of contractor performance for each contract. CPARS is located at <https://www.cpars.gov/>. Further information on CPARS is available at the website.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor’s performance. The contractor has thirty (30) days after the Government’s evaluation is completed to comment on evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via-e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor’s 30-day review period.

The CPARS system requires the Government to assign the contractor a User ID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Contractor Representative for CPARS.

Name	Phone	E-mail Address
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Business Meetings:

Business meetings (conference call/or onsite) shall be held as needed to address contract performance concerns and other business related matters.

Production Meetings:

The Contractor’s personnel shall meet with the Contracting Officer Representative (COR) at COR’s discretion for production meetings (conference call/or onsite). Frequency shall depend on varying factors, including performance slippage, which may require ad-hoc emergency meetings.

Administrative Submittals:

Administrative submittals shall be certified by the Quality Control representative. Submittals are any documents submitted to the Government for review or reference

Non-Conforming Products or Services:

Non-conforming products or services will be rejected. Unless otherwise specified in individual task orders, the Contractor shall correct deficiencies within 10 work days of the rejection notice. If the deficiencies cannot be corrected within ten (10) work days, the Contractor shall immediately notify the COR of the reason for the delay and provide a proposed corrective action plan.

Removal of Personnel:

The Government will require the Contractor to remove any employee from the job site for reasons of misconduct, safety, security, or any employee found to be, or suspected of being, under the influence of alcohol, drugs, or incapacitating agent. The removal of a Contractor employee from the job site shall not alleviate the Contractor of the requirement to provide sufficient personnel to perform the services as required by this contract.

Transition(if applicable)**Transition-In:**

The Contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition-in for task orders issued under the contract. The Contractor shall conduct the transition-in using the methodology provided in the Transition-In plan.

Transition-Out:

At the expiration of task orders issued under the contract, the Transition-Out plan shall facilitate the accomplishment of a seamless transition from the Contractor to incoming contractor / government personnel. The Contractor shall conduct activities using the methodology that was approved by the Government in the Transition-Out plan..

Contractor compliance:

The Contractor shall ensure that all Contractor employees, including sub-Contractors, shall comply with all guidance, instructions, and general orders applicable USDA/Food and Nutrition Service (FNS). This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment and safety.

- a. The Contractor shall take actions to ensure the professional conduct of its employees and sub-Contractors.
- b. The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer (CO), all Contractor employee performance and conduct problems identified by the cognizant CO or Contracting Officer's Representative (COR).

Submission of Invoices:

(a) Invoices shall be submitted to: in accordance with the "Authorized Payment Schedule" for each contract/task/order. The contractor shall submit a monthly NAS update at a monthly interval with the monthly progress invoice throughout the life of the project. The submission of an acceptable, updated schedule to the Government is a condition precedent to processing of the Contractor's pay request for the monthly invoice (see Network Analysis Schedule). The contractor shall submit the monthly NAS update to the following email address: contractor_schedules@fns.usda.gov.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name and address of the business concern;

2. Invoice number and invoice date;
3. Contract number, Delivery Order number, Purchase Order number, Task Order number, or other authorization for delivery of property or services actually delivered or rendered;
4. Description, unit price, extended price, and quantity of property and services actually delivered or rendered with supporting documentation (i.e. travel receipts, etc.).
5. Shipping and payment terms;
6. Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
7. A certification statement saying that the funds have only been used for work for this contract;
8. Name, title, phone number, and mailing address of person to notify in the event of a defective invoice;
9. Taxpayer Identification Number (TIN) or DUNS+4; and
10. Contractors MUST note FINAL INVOICE on the final invoice when submitted upon final delivery of all supplies/equipment or completion of the contract. USDA and the Invoice Processing Platform (IPP) – <http://www.ipp.gov/Contractors/index.htm>

The IPP is a government-wide secure web-based payment information service offered free of charge to government agencies and their suppliers by the U.S. Department of Treasury's Financial Management Service (FMS).

One-time enrollment in IPP means that you will receive a series of e-mails from Treasury services. The first email will have the IPP Logon ID and link to the IPP application. A second e-mail, containing the password will be sent within 24 hours. Once you receive these emails, please login to the IPP application and complete the registration process.

Benefits of registering with IPP include the ability for your company to create invoices directly from a contract award and submit them electronically. Invoicing and payments shall be conducted via Invoice Processing Platform (IPP). For registration or questions visit <https://www.ipp.gov/Home>

The IPP Customer Support Desk is available to assist users Monday through Friday (excluding bank holidays) from 8:00AM - 6:00PM ET, including answering any questions related to accessing IPP or completing the registration process. Their toll-free number is 866-973-3131 or they can be reached at: IPPCustomerSupport@fms.treas.gov. If you have any questions or concerns, please contact the Controller Operations Division Help Desk at: 1-877-243-3072 or via e-mail at: cod.help@usda.gov.

H - Special Contract Requirements

Confidentiality and non-Disclosure

The Offeror may have to access proprietary information and shall be required to sign non-disclosure and conflict of interest statements. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by the agency that have been generated by the Offeror are the property of the U.S. Government and cannot be reproduced, or retained by the

Offeror. When no longer required, this information, data, and/or equipment will be returned to Government control. All documents and information pertaining to network vulnerabilities, security policy, operational procedures or related functions shall be maintained under absolute accountability and relinquished to the COR upon completion of the contract.

Quality Assurance:

The Government shall evaluate the Contractor's performance under this contract in accordance with the formal Quality Assurance Surveillance Plan (QASP) if over \$1M. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

Organizational Conflict of Interest:

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

FNS IT System Access:

To perform this contract the Offeror may require computer access to FNS IT systems. As necessary, the Offeror shall notify the COR in writing when a Offeror employee requires any type of computer access. The COR shall provide form FNS-674, Computer System Access Request, to the Offeror. The Offeror shall complete the form, obtain approval from the COR, and submit the form to the FNS Security Office staff. The Offeror shall notify FNS when computer system access for employees can be terminated. Written notification to terminate computer access shall be provided by the Offeror to the COR and to the FNS Security Office staff immediately upon termination of any Offeror employee removed from this contract or when access is no longer required. Immediately upon completion of the contract the Offeror shall provide a complete listing of all Offeror employees given access to FNS computer systems with a statement that computer access shall be terminated and complete a "Government Offeror Separation Checklist" for each Offeror employee. All notifications shall be provided to the COR and the FNS Security staff listed below:

Office of Information Technology

Information Security Office

3101 Park Center Drive, Room 304

Alexandria, VA 22302, (703) 305-2242

Additionally, ALL new contract employees accessing FNS' systems and/or sensitive data are required to complete Information Security Awareness Training prior to obtaining computer and sensitive data access. This training shall be coordinated with the COR. A hard copy of the security training may be sent to Offerors whose staffs are performing at off-site locations.

Security:

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of this contract in accordance with departmental policies and procedures. The Contractor shall implement procedures that ensure appropriate administrative, technical, and physical safeguards are established for the security, integrity and confidentiality of government information, data, and/or equipment. The Contractor's procedures shall be consistent with Government, OMB Circular A-130, Management of Federal Information Resources, the Computer Security Act of 1987, the Federal Information Security Management Act of 2014 (FISMA), and the Privacy Act. Upon completion of the contract, the contractor shall return all information and information resources provided during the life of the contract and certify that all USDA information has been purged from any contractor-owned system(s) that have been used to process USDA information. In addition, during all activities and operations on government premises, the Contractor shall comply with the policies, rules, procedures and regulations governing the conduct of personnel or protection of government facilities and data as expressed by USDA, written or oral.

Sensitive Information Storage and Disclosure

Sensitive-but-Unclassified (SBU) information, data, and/or equipment will be disclosed only to authorized personnel on a Need-To-Know basis. Contractor personnel with access to SBU holder shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security, integrity and confidentiality of this information, data, and/or equipment is properly protected in accordance with departmental policies and procedures. When no longer required, this information, data, and/or equipment shall be returned to Government control; destroyed; or held until otherwise directed. Destruction of items shall be accomplished by tearing into small parts; burning; shredding or any other method that precludes the reconstruction of the material, consistent with GSA guidelines.

Security and Privacy

The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information. Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information may be subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

Sensitivity of Deliverables

The preparation of the deliverables under this contract shall be completed at a Sensitive-But-Unclassified (SBU) level unless otherwise stated, in writing, by the COR.

All deliverables containing sensitive security information or sensitive PII of the contractor shall remain categorized as, and shall be clearly labeled as "Sensitive But Unclassified (SBU)". The release of any such information or data beyond contractor personnel working on the contract and having a direct need-to-know the information, must be authorized in writing by the Government.

Special Requirements

All work performed must meet and comply with all National Institute of Standards & Technology (NIST), other government-wide laws and regulations, and USDA and OCIO (Office of the Chief Information Officer) directives, guidelines, and requirements for protection and security of Information Technology. Such directives and guidelines include:

- Computer Security Act of 1987
- Federal Information Security Management Act (FISMA) of 2014

- OMB Circular A-130, Management of Federal Information Resources
- Presidential Directive Decision 63, Critical Infrastructure Protection (CIP)
- Presidential Directive Decision 67, Enduring Constitutional Government and Continuity of Government Operations
- Homeland Security Presidential Directive 7
- Homeland Security Presidential Directive 12 (and all amplifying guidance)
- NIST's Guide for Developing Security Plans for Information Technology Systems (Special Publication 800-18)
- NIST, The United States Government Configuration Baseline (USGCB), <http://usgcb.nist.gov/index.html>
- NIST Special Publication 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations, April 2013
- NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, February 2010
- National Information Assurance Partnership Common Criteria Evaluation & Validation Scheme, <https://www.niap-ccevs.org>
- National Vulnerability Database Version 2.2 and the Federal Desktop Core Configuration (FDCC) settings; <http://nvd.nist.gov/home.cfm>
- Federal Information Processing Standard (FIPS) Publication 140-2, Security Requirements For Cryptographic Modules, January 2002
- USDA FNCS 702 Handbook, Information Systems Security Guidelines and Procedures, November 18, 2015
- USDA Departmental Regulation DR 3540-003, Security Assessment and Authorization, August 2014
- USDA Departmental Regulation DR 3140-002, USDA Internet Security Policy, March 1995
- USDA Departmental Regulation DR 3440-2, Control and Protection of Sensitive Security Information, January 2003
- USDA Departmental Regulation DR 3180-001, Information Technology Standards, May 2015
- USDA Departmental Regulation DR 3505-003, Access Control for Information and Information Systems, February 2015
- U.S. Government "Plain Language" Guidelines
- <http://www.ocio.usda.gov/directives/files/dm/DM3535-000.htm>

Confidentiality and non-Disclosure

The Offeror may have to access proprietary information and shall be required to sign non-disclosure and conflict of interest statements. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by the agency that have been generated by the Offeror are the property of the U.S. Government and cannot be reproduced, or retained by the Offeror. When no longer required, this information, data, and/or equipment will be returned to Government control. All documents

and information pertaining to network vulnerabilities, security policy, operational procedures or related functions shall be maintained under absolute accountability and relinquished to the COR upon completion of the contract. All information security and cyber incidents will be reported to the COR and Agency CISO.

Section 508 – Accessibility of Electronic and Information Technology:

(a) This requirement is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.

(b) The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.

(c) Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.

(d) The contractor must ensure that all EIT products that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy the contract requirements.

(e) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective

option/renewal date; whichever shall occur first. To access more information regarding Section 508: <http://www.access-board.gov/sec508/standards.htm>.

Data Rights:

The Government has unlimited rights to all programs/documents/materials produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and

materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

ADP Compatibility:

The Contractor agrees to comply with both the U.S. Department of Agriculture's (USDA) and the Food and Nutrition Services' (FNS) ADP system security requirements to the extent necessary to meet the requirements of the work herein. All databases created and maintained by the Contractor shall have proper validation and control techniques, and all ADP resources, including data tapes, which become the property of the Government shall be fully documented, both in source code (if any) and written materials. Software documentation shall include, as appropriate (in the determination of the COR), flowcharts; textual explanation of subroutines, processes, and algorithms; screens; and other materials as necessary to ensure that a programmer conversant with the language may maintain the software. Database documentation shall include: variable names and labels; variable locations the source of each data item; the formulas used to compute or transform variables, if any, database structure and relationship; a printout of the data or first 50 pages. Further, all data tapes must be compatible with FNS ADPE. FNS currently performs its computing applications using the MS Windows 7 operating system. Work performed under this contract may require transfer of limited data and text files, as well as extensive data tapes. Optimum effort shall be general ease of use by FNS personnel of these transferred data tapes and CD-ROM/DVD. In particular, all physical storage media must be on CD-ROM/DVD formatted to be used with MS Windows 7 compatible software/applications and must be accompanied by accessing and format information. In addition, there may be occasion where some task deliverables will be significantly enhanced by inclusion of data on CD-ROM/DVD, thus allowing further processing and manipulation by FNS staff. Collaboration between the Contractor and the responsible FNS official concerning appropriate computer deliverables may occur during performance of this contract, as appropriate.

Information Technology Security Training And Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by USDA. Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

Federal Acquisition Regulation Clause 52.204-2, Security Requirements, incorporated by reference below, applies to this contract to the extent the work to be performed, as stated in this SOW, involves access to information classified "Confidential," "Secret," or "Top Secret."

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of this contract. The Contractor shall implement procedures that ensure appropriate administrative, technical, and physical safeguards are established for the security and confidentiality of government information, data, and/or equipment. The Contractor's procedures shall be consistent with Government, OMB Circular A-130, Management of Federal Information Resources, the Computer Security Act of 1987, the Federal Information Security Management Act of 2002 (FISMA), and the Privacy Act. In addition, during all activities and operations on government premises, the Contractor shall comply with the policies, rules, procedures and regulations governing the conduct of personnel or protection of government facilities and data as expressed by USDA, written or oral.

Printing:

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units in the aggregate of multiple pages, will not be deemed to be printing. For the purpose of this paragraph, such pages may not exceed a maximum image size of 10 3/4 by 14 1/4 inches.

Paperwork Reduction Act:

In the event that it becomes a contractual requirement to collect identical information from ten or more public respondents, the Paperwork Reduction Act, 44 U.S.C., 3501 et seq., shall apply to this contract. In such an event, the Contractor shall not expend any funds to take any other action whatsoever to solicit information from any of the public respondents until the Contracting Officer has notified the Contractor in writing that the required Office of Management and Budget clearance has been obtained. The Contractor shall provide to the Contracting Officer's Representative (COR) or to the Contracting Officer such information as will facilitate obtaining such clearance.

FAR 37.114 -- Special Acquisition Requirements

Contracts for services which require the contractor to provide advice, opinions, recommendations, ideas, reports, analyses, or other work products have the potential for influencing the authority, accountability, and responsibilities of Government officials. These contracts require special management attention to ensure that they do not result in performance of inherently governmental functions by the contractor and that Government officials properly exercise their authority. Agencies must ensure that --

(a) A sufficient number of qualified Government employees are assigned to oversee contractor activities, especially those that involve support of Government policy or decision making. During performance of service contracts, the functions being performed shall not be changed or expanded to become inherently governmental.

(b) A greater scrutiny and an appropriate enhanced degree of management oversight is exercised when contracting for functions that are not inherently governmental but closely support the performance of inherently governmental functions (see 7.503(c)).

(c) All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can

come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

I – Clauses/Provisions

52.202-1 Definitions. (NOV 2013)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006) 52.203-7 Anti-Kickback Procedures. (MAY 2014)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

52.204-2 Security Requirements. (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified *Confidential, Secret, or Top Secret*.

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

AGAR 452.204-71 Personal Identity Verification of Contract Employees (OCT 2007)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)

AGAR 452.209 – 71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants

52.210-1 Market Research. (APR 2011)

AGAR 452.211-72 Statement of Work/Specifications. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

(End of Clause)

AGAR 452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

(End of Clause)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997) 52.215-19 Notification of Ownership Changes.

(OCT 1997)

52.216-24 Limitation of Government Liability. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding []dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is []dollars.

(End of clause)

52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total

extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise 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 [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least []days (*60 days unless a different number of days is inserted*) 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 [](months)(years).

(End of clause)

52.219-8 Utilization of Small Business Concerns. (OCT 2018)

52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside. (NOV 2011)

52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women- Owned Small Business Concerns. (DEC 2015)

52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program. (DEC 2015)

52.222-3 Convict Labor. (JUN 2003)

52.222-17 Nondisplacement of Qualified Workers. (MAY 2014) 52.222-35 Equal Opportunity for Veterans. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 Employment Reports on Veterans. (FEB 2016) 52.222-50 Combating Trafficking in Persons. (JAN 2019)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving. (AUG 2011) 52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008) 52.227-1 Authorization and Consent. (DEC 2007)

52.227-14 Rights in Data-General. (MAY 2014) 52.229-3 Federal, State, and Local Taxes. (FEB 2013)

52.229-4 Federal, State, and Local Taxes (State and Local Adjustments). (FEB 2013) 52.232-1 Payments. (APR 1984)

52.232-8 Discounts for Prompt Payment. (FEB 2002) 52.232-11 Extras. (APR 1984)

52.232-17 Interest. (MAY 2014)

52.232-25 Prompt Payment. (JAN 2017)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013) 52.233-1 Disputes. (MAY 2014)

52.233-3 Protest After Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004) 52.237-3 Continuity of Services. (JAN 1991)

AGAR 452.237-74 – Key Personnel (Feb 1988)

(a) The Contractor shall assign to this contract the following key personnel:

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

AGAR 452.237-75 Restrictions Against Disclosure (FEB 1988)

52.239-1 Privacy or Security Safeguards. (AUG 1996) 52.242-13 Bankruptcy. (JUL 1995)

52.243-1 Changes - Fixed-Price. (AUG 1987)

52.244-6 Subcontracts for Commercial Items. (JAN 2019)

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

Commercial item and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).
- (iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
- (v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (vi) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212(a));
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
 - (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 52.222-55, Minimum Wages under Executive Order 13658 (DEC 2015), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222- 55.
 - (xv) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706), if flowdown is required in accordance with paragraph (m) of FAR clause 52.222-62.
(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
 - (xvi)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
 - (xvii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xviii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
 - (xix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

52.249-4 Termination for Convenience of the Government (Services) (Short Form). (APR 1984) 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

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 address: <https://www.acquisition.gov/browse/index/far>

(End of clause)

52.253-1 Computer Generated Forms. (JAN 1991)

J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date

K - Representations, Certifications, and Other Statements of Bidders 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [*insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2007)

52.209-5 Certification Regarding Responsibility Matters. (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

The Offeror and/or any of its Principals-

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

(2) Examples. (i) 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 liability 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *Principal*, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has 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, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ___ is not ___ a corporation that has 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) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-12 Certification Regarding Tax Matters. (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000(including options), the Offeror shall certify that, to the best of its knowledge and belief, it-

- (1) Has ___ filed all Federal tax returns required during the three years preceding the certification;
- (2) Has not ___ been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- (3) Has not __, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.219-1 Small Business Program Representations. (OCT 2014)

(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 concern eligible under the WOSB Program.

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 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 the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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 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) The North American Industry Classification System (NAICS) code for this acquisition is - 541519.

(2) The small business size standard is \$27,500,000.00

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

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

(3) *(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 women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.)* The offeror represents as part of its offer that-

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *(Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.)* The offeror represents as part of its offer that-

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(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.

(6) *(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.

(7) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.)* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents, as part of its offer, that-

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(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) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran- owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran-Representation and Certifications. (AUG 2018)

- (a) *Definitions.* As used in this provision- Person-
 - (1) Means-
 - (i) A natural person;

- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
 - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).
- (b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-
- (1) 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;
 - (2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
 - (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).
- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
 - (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

L - Instructions, Conditions, and Notices to Bidders

52.204-7 System for Award Management. (OCT 2018)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

- (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).

- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2017)

(a) *Definitions.* As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, 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 --

(1) 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 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) 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

(3) It is the only proposal received.

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

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the

solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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 Lawrence Williams, USDA/FNS/CMD 3101 Park Center Dr., Rm 228 Alexandria, VA 22302-1594 by obtaining written and dated acknowledgment of receipt from [Contracting Officer Lawrence Williams, USDA/FNS/CMD3101 Park Center Dr., Rm 228 Alexandria, VA 22302-1594.

(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)

The Government Shall Not Pay Cost Incurred in Submission of Quote:

This solicitation does not commit the Government to pay any cost incurred in the submission of the quote or making necessary studies of designs for the preparation thereof, nor to contract for services or supplies.

Incorporation of Quotes:

As a practice the Government will not incorporate contractor quotes, unless specifically stated. The Contractor *SHALL* meet all stated contractual requirements as stated in the solicitation.

Quote Submission:

Vendors shall submit one (1) original of your technical quote and one original of your price quote to the office specified email address below:

USDA, Food and Nutrition Service
Contract Management Branch, Rm 228
Attn: CONTRACTING OFFICER
3101 Park Center Drive
Alexandria, VA 22302

Tset Wong tset.wong@usda.gov cc to Lawrence Williams Lawrence.williams@usda.gov

PROPOSED PRODUCTS AND/OR SERVICES THAT EXCEED MINIMUM REQUIREMENTS:

For each technical evaluation Criteria (title this section "Exceeds Minimum Requirements" under each respective Criteria); list no more than five significant areas of the Criteria that exceed the minimum requirement(s). For example-
Exceed(s) Minimum Requirement(s)

Criteria 1: Technical Approach.

- 1) Brief description of area(s) that exceeds,
- 2) Page and paragraph of quote,
- 3) Why it exceeds the minimum requirements of the RFQ, and
- 4) Why it is deemed a strength to the project.

The Government will evaluate the proposed areas identified as exceed(s) to determine whether the proposed products and/or services *truly* exceed(s) the minimum requirement(s) outlined in the RFQ; and if they do, they may be documented as strength(s). The Government strongly recommends the vendor submit the "Exceeds Minimum Requirements" information for each criteria, however if there is no submission, it will not affect the vendor unfavorably.

Assumptions:

All assumptions will be evaluated as part of the individual factor to which they apply. The Government reserves the right to reject any quote that includes any assumption that may impact satisfying the Government's minimum requirements.

General Instructions:

Technical and Price Quote Content and Format:

Vendor shall submit:

Volume I: Technical Quote

Shall Include:

Technical Approach
Management Approach
Past Performance

Volume II: Price Quote

Shall Include:

Price with labor rates, labor mix and breakout.

Technical Quote Content and Format:

The Technical Quote page limit shall not exceed 30 pages in length, must be legible, single spaced in a type size not smaller than 12 point font with a one-inch margin on all sides, paper size not larger than eight and a half by eleven inches and not exceeding the above page limit.

Resumes and other business information are excluded from the page limit.

Pages shall be numbered consecutively; a page printed on both sides shall be counted as two pages.

Page Limitation:

(a) The page limitation for the technical portion of the proposal response shall not exceed 30 pages. A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12-point type. Use by offerors of smaller font sizes for non-standard text (e.g. graphics, tables, charts, figures, captions, etc.) is permitted, if appropriate. However, such fonts shall be no smaller than 8-point, shall be utilized only where appropriate, and shall not be utilized to circumvent or avoid RFP proposal page limitations. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(b) The same page limitations shall apply to all offerors. Pages submitted in excess of specified limitations will not be evaluated by the Government.

All requirements in this RFP are essential requirements. Proposals that fail to conform to the requirements may not be considered for evaluation.

Note: Technical quote shall not include any reference to pricing.

Vendors shall provide a cover sheet with the solicitation #, title, date of submittal, acknowledgement of any amendments, Vendor's name, address, DUNS, Taxpayer ID number, CAGE code, and Vendor POC name, phone number, and email address. The cover sheet shall not count against any page limitation. Vendors shall submit, as part of their quote, a table of content referencing the page and paragraph numbers that contain their response/methodology/narrative, on an item-by-item basis to all of the requirements and evaluation criteria listed in the following paragraphs and sub-paragraphs.

Technical Approach

The Vendor shall submit a technical approach that demonstrates a substantive understanding of the scope, complexity associated with the objectives described in the Performance Work Statements (PWS). The quote shall present the Vendor's approach in a way that demonstrates a clear understanding of, and clear plan to achieve all objectives outlined in the Performance Work Statements (PWS).

The quote shall present the Vendor's approach and methodology in a way that demonstrates a clear understanding of, and clear plan to achieve all requirements outlined in the Performance Work Statements (PWSs), including responsiveness to all instructions and requirements as specified and described in the RFP.

Management Approach

The vendor shall demonstrate the ability to manage all aspects of the proposed efforts including technical performance, time and delivery constraints, cost, status reporting, and subcontractor(s). The Vendor shall demonstrate that they possess appropriate and sufficient management oversight for the overall organization that addresses the planning, initiation, implementation, conduct, monitoring and quality control to achieve the objectives outlined in the PWS to include Vendor's management, coordinate, and oversee of the work performed by consultants and/or subcontractor(s).

The vendor shall demonstrate what resources (including subcontractors, consultants, teaming arrangements) will be available to perform the potential range of FNS task orders to meet the requirement outlined in the PWS. The Vendor shall submit a management plan for the requirements (tasks, subtasks, deliverables, etc.) outlined in the task order PWS. This plan shall provide a clear chain of responsibility, quality control plan, cost control method, contract administration, and adequate, qualified staff resources. The management plan shall provide:

- A labor-loading chart, showing the expected amount of labor anticipated for each individual, including key personnel and generic positions such as “editor” or “research assistant”.
- A table showing the availability of all key personnel, including the percentage of work to be performed under to this task order.
- Resumes of Key personnel proposed to perform the task outlined in the task order PWS; and

The Contractor shall submit the Quality Control Plan (QCP). The vendor (including subcontractors) must demonstrate appropriate and sufficient procedures, facilities and staff to meet the performance requirement outlined in the task order PWS.

Past Performance

The past performance evaluation factor assesses the degree of confidence the Government has in an Offeror’s ability to provide products and services that meet users’ needs, based on a demonstrated record of performance.

The vendor shall provide a description of past performance which contains at least three (3) relevant projects within the past three years to include contracts or task orders for work of the same or similar in size, scope, and complexity to the requirements specified in the PWS. This list must include the contract number, value, description, and technical/contracting points of contact (POC’s). The POC’s names, telephone numbers, agency and e-mail addresses must also be included. Offeror shall send a copy of the Past Performance Questionnaire (see attachment 1) to one contact person from a minimum of three references described above for them to complete the performance questionnaire and send it to the Government via e-mail. The Government is not responsible if one or more references fail to provide a completed Performance Questionnaire. Offerors are also advised that the Government reserves the right to obtain information for use in the evaluation of past performance from any sources, including Government sources within and outside of USDA and sources outside of the Government.

Price Quote Content and Format:

Task Order Pricing:

Vendor shall provide the labor categories, labor hours per labor category. If applicable, include GSA Schedule rate per hour per labor category, discounted % from the GSA Schedule rate per labor category, task order proposed rate per labor category, total hour and total task order firm fixed price to meet the requirement outlined in the task order PWS. Pricing rates must be in accordance with the GSA Schedule terms and conditions.

Vendor shall provide a copy of their GSA Schedule Contract Pricing, if applicable.

Vendor shall provide the total firm fixed price per CLIN item.

Vendor shall provide a firm fixed price payment schedule.

Use the following pricing table sample formats:

Labor Hours/Labor Mix Required to Complete the Task(s).*

GSA Labor Category	GSA Schedule Rate Per Hour	% Discounted	Task Order Rate Per Hour	Task Order Proposed Hours Per Labor Category and Total Hours	Total Price Per Labor Category and Total FFP
					\$
					\$
					\$
					\$
TOTAL HOURS AND FFP					\$

*For evaluation purpose only

Chart #3

CLIN	CLIN DESCRIPTION	CLIN AMOUNT
001		\$
002		\$
003		\$
TOTAL FFP		\$
*NOT TO EXCEED TRAVEL		\$
TOTAL		\$

*Travel in accordance with the Federal Travel Regulation (FTR) contained in 41 Code of Federal Regulations (CFR), Chapters 300 through 304. This is a cost reimbursable line item. Travel shall not be made unless authorized by the COR. Payment will be made for actual expenses with proper supporting documentation.

CLIN/SUB-CLIN	DELIVERABLE	CLIN/SUB CLIN AMOUNT	PAYMENT AMOUNT
001		\$	
001.01			\$
001.02			\$
TOTAL(S)		\$	\$

(End of provision)

**M -
Evaluation
Factors for
Award**

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:

<https://www.acquisition.gov/browse/index/far>

(End of provision)

Provisions Incorporated by Reference:

52.217-5 Evaluation of Options (July 1990)

Basis of award:

Quotes received in response to this solicitation will be evaluated by FNS using source selection procedures. The task order award will be based upon an assessment of each Offeror's ability to satisfy the solicitation requirements. The Government will make award to that responsible Vendor's quote conforming to the solicitation that is most advantageous to the Government, price and other factors considered. An award may be made without negotiations nor discussions, and to other than the offeror who offers the lowest price quote or to other than the best technical quote.

Relative Importance:

Award will be made to the Vendor whose technical quote and price provide the best value to the government. Criteria 1: (Technical Approach) is more important than Criteria 2: (Management Approach), Criteria 2: (Management Approach) is more important than Criteria 3: (Past Performance). As a whole, Criteria 1, 2, 3, are more important than Criteria 4 (Price).

The solicitation will be evaluated using the following factors:

Evaluation Criteria:

- Criteria 1 – Technical Approach
- Criteria 2 – Management Approach
- Criteria 3 – Past Performance
- Criteria 4 – Price

The solicitation will be evaluated using the following Criteria:

Criteria 1 - Technical Approach:

The Government will evaluate the vendor's technical approach to determine whether it demonstrates a substantive understanding of the scope, complexity and requirements associated with the objectives described in the Performance Work Statements (PWS). The Government will evaluate the vendor's quote to determine whether the vendor's approach demonstrates a clear understanding of, and clear plan to achieve all objectives outlined in the Performance Work Statements (PWS) such as:

1. Knowledge and understanding of federal grants programs, reporting workflows, and data management.

2. Operations and Maintenance SDLC capabilities for existing .NET forms-based system in a Microsoft Framework, hosted in a third-party cloud environment.
3. Database Administration and Management capabilities for multi-dimensional database using SQL Server 2016 or higher.

The Government will evaluate the vendor's approach and methodology to determine whether the approach and methodology demonstrates a clear understanding of, and clear plan to achieve all requirements outlined in the Task Order Performance Work Statements (PWSs), including responsiveness to all instructions and requirements as specified and described in the RFQ.

Criteria 2 – Management Approach:

The vendor will be evaluated to determine whether the vendor demonstrated the ability to manage all aspects of the proposed efforts including technical performance, time and delivery constraints, cost, status reporting, and subcontractor(s). The vendor will be evaluated to determine whether the vendor demonstrated that they possess appropriate and sufficient management oversight for the overall organization that addresses the planning, initiation, implementation, conduct, monitoring and quality control to achieve the objectives outlined in the PWS to include vendor's management, coordinate, and oversee of the work performed by consultants and/or subcontractor(s).

The vendor will be evaluated to determine whether the vendor demonstrated resources (including subcontractors, consultants, teaming arrangements) that will be available to perform the potential range of FNS task orders to meet the objectives outlined in the PWS.

The vendor will be evaluated to determine whether the management plan provides a clear chain of responsibility, quality control plan, cost control method, contract administration, and adequate, qualified staff resources. The Government will evaluate the management plan document submitted:

- The labor-loading chart, showing the expected amount of labor anticipated for each individual, including key personnel and generic positions such as "editor" or "research assistant".
- The table showing the availability of all key personnel, including the percentage of work to be performed under to this task order.
- Resumes of Key personnel proposed to perform the task outlined in the task order PWS; and
- The Quality Control Plan (QCP).

Criteria 3 - Past Performance:

The Government will evaluate the Vendor's past performance in accordance with FAR 15.305(a)(2). Past performance information may take into account predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement. In the case of a Vendor without a record of relevant past performance or for whom information on past performance is not available, the Vendor may not be evaluated favorably or unfavorably.

The past performance evaluation will result in an assessment of the Vendor's probability of meeting the solicitation requirements. The past performance evaluation considers each Vendor's demonstrated recent and relevant (in terms of size, scope, and complexity) record of performance in providing products and services that meet the contract's requirements.

Exceptional (E)

Exceptionally Confident. Based on the vendor's performance record, essentially no doubt exists that the successful vendor will successfully perform the required effort. Little or no Government oversight is expected to be required in achieving the proposed level of performance.

Very Good (G)

Confidence. Based on the vendor's performance record, there is no doubt exists that the successful vendor will successfully perform the required effort. Little or no Government oversight is expected to be required in achieving the proposed level of performance.

Satisfactory (S)

Confidence. Based on the vendor's performance record, little doubt exists that the vendor will successfully perform the required effort. Little Government oversight is expected to be required in achieving the proposed level of performance.

Marginal (M)

Confidence. Based on the vendor's performance record, doubt exists that the vendor will successfully perform the required effort. Significant Government oversight will be expected in achieving the proposed level of performance.

Unacceptable (U)

No Confidence. Based on the vendor's performance record, significant doubt exists that the vendor will successfully perform the required effort. No amount of Government oversight will achieve the proposed level of performance.

Neutral (N)

Vendor without a record of relevant past performance or for whom information on past performance is not available, the vendor may not be evaluated favorably or unfavorably on past performance.

Criteria 4 – Price:

(a) The Vendor's price quote will be evaluated to determine if the proposed rates, labor mix and any ODCs are in accordance with the terms of conditions of their GSA Schedule Contract. The Vendor's price quote shall be evaluated to determine if the firm fixed price is fair and reasonable for the base and options periods. The Vendor's Not-to-Exceed travel, if applicable, shall be in accordance with the Federal Travel Regulation but will not be evaluated as a part of the price analysis. The Government may use various price analysis techniques and procedures to determine fair and reasonableness as follows:

- Comparison of proposed prices received in response to the solicitation.
- Comparison of previously proposed prices and contract prices with current proposed prices for the same or similar end items or services, if both the validity of the comparison and the reasonableness of the previous prices can be established.
- Comparison of proposed prices with the independent Government cost estimate.
- Comparison of proposed prices with prices obtained through market research for the same or similar items or services.

(b) Options. The Government will evaluate Vendors for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a Vendor is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of provision)

AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with

these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

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

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

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

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

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

(End of provision)

ATTACHMENT 1

PAST PERFORMANCE QUESTIONNAIRE

Instructions to Offeror for sending Reference Questionnaire Forms:

Prepare and send a reference questionnaire package for each project you list as a reference for the Past Performance evaluation factor. You are encouraged to send a questionnaire to other clients of contracts.

For Government contracts, send to Contracting Officer or Technical Representative.

For commercial references send to personnel with duties similar to those for Government contracts.

It is your responsibility to follow-up and to encourage your references to send in their questionnaire. If multiple references are at one location; send one cover letter and questionnaire for each contract you want reference submitted.

Your questionnaire package should contain the following:

1. Cover Letter (see sample);
 2. Past Performance Questionnaire; and
 3. Respondent Info Rating Sheets
- ✓ Offeror should put name in spaces indicated and ensure it is on every page for identification purposes
 - ✓ OFFEROR SHOULD PLACE THEIR NAME ON TOP OF EACH QUESTIONNAIRE PAGE!!!
 - ✓ **OFFEROR SHOULD DELETE THESE INSTRUCTIONS BEFORE SENDING OUT QUESTIONNAIRES**

SAMPLE TRANSMITTAL LETTER (DELETE)

Your Company Letterhead Date:

To:

We have listed your firm as a reference for the work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by **(NAME OF AGENCY, ADDRESS AND SOLICITATION #)**. In accordance with Federal Acquisition Regulations (FAR), they will evaluate our firm's past performance. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e) (4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Only one response from each office is required.

Please send your completed questionnaire to the following email address: Tset Wong at tset.wong@usda.gov and cc to Lawrence Williams at Lawrence.williams@usda.gov to arrive **NOT LATER THAN (M/D/YR)**. Do not return them to our company.

United States Department of

Agriculture, Food and Nutrition Service

(FNS)

ATTN: (NAME OF CONTRACTING OFFICER)

Email to: Lawrence Williams at Lawrence.williams@usda.gov (Contracting Officer email address)

Thank you for your assistance, email is preferred.

Signature and Title

PAST PERFORMANCE QUESTIONNAIRE
For Solicitation 12319819R0006

PAST PERFORMANCE QUESTIONNAIRE	
1. Contractor Name:	2. Contract Number:
3. Contractor Address:	4. Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please Specify)
5. Agency Name:	6. Agency POC/Phone/Fax:
7. Period of Performance:	8. Dollar Amount of Award: \$ Total Dollar Value with Mods:
9. Title of Contract:	
10. Description of Contract Service:	
11. Complexity of Work (check one): Difficult: _ Routine: _	

NOTE: *Please use adjectival ratings from attached sheet.*

12. Evaluation Factor	13. Comments (Attach additional sheets, if necessary.)	14. Rating
a. Quality of Work		
b. Personnel		
c. Subcontractor Mgmt.		
d. Business Relations		
e. Timeliness of Performance		
f. Customer Satisfaction		
g. Cost/Budget Control		
h. Overall		

13. Would you select this firm again? If no, please explain. (Attach additional sheet if necessary.)	
14. Name & Date:	17. Title:

PAST PERFORMANCE RATING GUIDELINES

Summarize Contractor Performance in each of the rating areas. Assign each area a rating of Exceptional, Very Good, Satisfactory, Marginal, Unacceptable, or Neutral. Use the following instructions as guidance in making these evaluations.

Exceptional (E) Confidence	Exceptionally Confident. Based on the vendor's performance record, essentially no doubt exists that the successful vendor will successfully perform the required effort. Little or no Government oversight is expected to be required in achieving the proposed level of performance.
Very Good (G) Confidence	Confidence. Based on the vendor's performance record, there is no doubt exists that the successful vendor will successfully perform the required effort. Little or no Government oversight is expected to be required in achieving the proposed level of performance.
Satisfactory (S) Confidence	Confidence. Based on the vendor's performance record, little doubt exists that the vendor will successfully perform the required effort. Little Government oversight is expected to be required in achieving the proposed level of performance.
Marginal (M) Confidence	Confidence. Based on the vendor's performance record, doubt exists that the vendor will successfully perform the required effort. Significant Government oversight will be expected in achieving the proposed level of performance.
Unacceptable (U) Confidence	No Confidence. Based on the vendor's performance record, significant doubt exists that the vendor will successfully perform the required effort. No amount of Government oversight will achieve the proposed level of performance.