

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 84 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER FNS-4-0401KMS	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 8-12-04	6. REQUISITION/PURCHASE NUMBER SNO4401	
7. ISSUED BY Attn: CMB USDA, Food and Nutrition Service 3101 Park Center Drive, Room 220 Alexandria, VA 22302		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 above until 4:30 p local time 9-10-04
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Patricia Palmer Contracting Officer	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	
		AREA CODE 703	NUMBER 305-2251	EXT. N/A	patsy.palmer@fns.usda.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
---	--	---	---	--

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
----------------------------------	------	----------	--	--

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
--	--	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
-----------------------------------	------------	----------------------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input checked="" type="checkbox"/> ITEM
---	--

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
---	----------------------------------

26. NAME OF CONTRACTING OFFICER (Type or print) <i>(Signature of Contracting Officer)</i>	27. UNITED STATES OF AMERICA	28. AWARD DATE
--	------------------------------	----------------



United States
Department of
Agriculture

Food and
Nutrition
Service

3101 Park
Center Drive

Alexandria, VA
22302-1500

ISSUE DATE: August 12, 2004

Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of this solicitation Numbered RFP FNS-4-0401KMS.

TITLE: NATIONAL HUNGER CLEARING HOUSE

Your proposal must be received by the Contracting Officer **no later than** 4:30 p.m. local prevailing time,

ON: SEPTEMBER 10, 2004

AT: U.S. Department of Agriculture
Food and Nutrition Service
Contract Management Branch
Administrative Services Division
3101 Park Center Drive, Room 220
Alexandria, VA 22302

Attention: Patricia Palmer

Telegraphic proposals or proposals sent by facsimile transmission are not acceptable and, if submitted will be rejected as non-responsive. Your proposal must be prepared in accordance with the instructions provided in Section "L", Item L-7 of the solicitation entitled "Instructions for the Preparation of Technical and Business Proposals"

Your attention is directed to the solicitation provision L-2 entitled "Instructions to Offerors" which addresses such issues as late submissions, modifications, and withdrawal of proposals. Please review this provision so that you will be fully aware of the time requirement of your proposal.

Your proposal must be signed by an official authorized to bind your organization. It must stipulate that it is predicated upon all the terms and conditions of this RFP (unless) you are taking exception to any portion of the solicitation then you must clearly identify the affected portion and mark you proposal accordingly.

In addition, your proposal shall contain a statement, to the effect, that it is firm for period of at least 120 days from the date set for receipt of proposals.

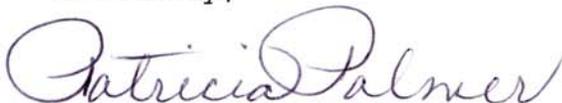
Please be advised that this solicitation does not commit the Government to pay any costs associated with the preparation and submission of a proposal. Be further advised that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this acquisition.

The following key information is provided to assist you in preparation of your proposal:

1. Estimated period of performance: Award date through September 18, 2009, if all options are exercised
2. Contract Type: Cost Type
3. Required Number of technical and business proposals: Original and 3 copies. Offerors are also required to submit a complete copy of the narrative portion of the technical and the complete cost proposal on a 3.5" diskette noting which software application name and version, preferably Microsoft Suite Application Software, etc. See Section L-7 of the solicitation document.
4. Past performance information is required in advance of the proposal due date; no later than August 26, 2004. See Section M "Evaluation Criteria" of the solicitation document.

Thank you for your interest in this acquisition. Questions can be directed to Patsy Palmer, Contracting Officer, at 703-305-2251 or Karen Scott, Contract Specialist at 703-305-2453.

Sincerely,



Patricia Palmer
Contracting Officer
703) 305-2251

TABLE OF CONTENTS

	<u>PAGE</u>
PART I - THE SCHEDULE	
SECTION A - SOLICITATION/CONTRACT FORM	1
TABLE OF CONTENTS.	2
SECTION B - SUPPLIES AND PRICE/COST	6
B-1 SCHEDULE OF SERVICES	6
B-2 ESTIMATED AND ALLOWABLE COSTS.	6
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	10
C-1 STATEMENT OF WORK/SPECIFICATIONS	10
SECTION D - PACKAGING AND MARKING	17
D-1 MARKING DELIVERABLES	17
D-2 PACKING FOR DOMESTIC SHIPMENT	17
SECTION E - INSPECTION AND ACCEPTANCE	18
E-1 CLAUSES INCORPORATED BY REFERENCE	18
E-2 INSPECTION AND ACCEPTANCE	18
SECTION F - DELIVERIES OR PERFORMANCE	19
F-1 CLAUSES INCORPORATED BY REFERENCE	19
F-2 PLACE OF DELIVERY	19
F-3 PERIOD OF PERFORMANCE	20
F-4 IDENTIFICATION OF CONTRACT DELIVERABLES	20
F-5 DELIVERY SCHEDULE	20
SECTION G - CONTRACT ADMINISTRATION DATA	21
G-1 INVOICE REQUIREMENT	21
G-2 METHOD OF PAYMENT	22
G-3 PAYMENT DUE DATE	22
G-4 CONTRACT ADMINISTRATION	23

TABLE OF CONTENTS (CONTINUED)

G-5 CONTRACTING OFFICER’S REPRESENTATIVE (COR)	23
G-6 SUBCONTRACT CONSENT	26
G-7 GOVERNMENT FURNISHED DATA	26
SECTION H - SPECIAL CONTRACT REQUIREMENTS	27
H-1 PRINTING	27
H-2 PAPERWORK REDUCTION ACT	27
H-3 INCORPORATION OF SUBCONTRACTING PLAN AND REPORTING REQUIREMENTS	27
H-4 ADP COMPATIBILITY	28
H-5 KEY PERSONNEL	29
H-6 OMBUDSMEN	29
H-7 DEBT COLLECTION	30
H-8 PROJECT PLAN REVISION	30
H-9 WAGE DETERMINATION APPLICABILITY	30
PART II - CONTRACT CLAUSES	
SECTION I - CONTRACT CLAUSES	31
I-1 CLAUSES INCORPORATED BY REFERENCE	31
I-2 NOTIFICATION OF OWNERSHIP CHANGES	34
I-3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	35
I-4 RIGHTS TO PROPOSAL DATA (TECHNICAL)	35
I-5 CONFIDENTIALITY OF INFORMATION	35
I-6 RESTRICTIONS AGAINST DISCLOSURE	36
I-7 SUBCONTRACTS	37
I-8 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	40
I-9 SMALL BUSINESS SUBCONTRACTING PLAN	41
I-10 OPTION TO EXTEND THE TERM OF THE CONTRACT	48
I-11 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	49
I-12 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM— DISADVANTAGED STATUS AND REPORTING	51
I-13 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	51
I-14 OPTION TO EXTEND SERVICES	53

TABLE OF CONTENTS (CONTINUED)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS	54
J-1 LIST OF ATTACHMENTS	54
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	55
K-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	55
K-2 TAXPAYER IDENTIFICATION	55
K-3 WOMEN-OWNED BUSINESS	57
K-4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	57
K-5 PLACE OF PERFORMANCE	58
K-6 SMALL BUSINESS PROGRAM REPRESENTATION	59
K-7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	61
K-8 AFFIRMATIVE ACTION COMPLIANCE	61
K-9 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	62
K-10 ROYALTY INFORMATION	62
K-11 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	63
K-12 DUPLICATION OF COST	66
K-13 SMALL DISADVANTAGED BUSINESS STATUS	66
K-14 CERTIFICATION	67
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	68
L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	68
L-2 INSTRUCTIONS TO OFFERORS	68
L-3 CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	73
L-4 AUTHORSHIP	74
L-5 PRE-AWARD SURVEY	74
L-6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE IV)	74
L-7 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS	74

TABLE OF CONTENTS (CONTINUED)

L-8 SUBCONTRACTING PLAN	79
L-9 SMALL BUSINESS STANDARD INDUSTRIAL CLASSIFICATION CODE	79
L-10 TYPE OF CONTRACT	80
L-11 SERVICE OF PROTEST	80
L-12 INQUIRIES	80
L-13 SPECIAL INSTRUCTIONS,CONDITIONS AND NOTICES	80
L-14 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM— TARGETS	80
L-15 AMENDMENTS TO PROPOSALS	81
L-16 PRE-PROPOSAL CLARIFICATIONS	81
L-17 SUBMISSION OF ALTERNATE PROPOSALS	82
SECTION M - EVALUATION FACTORS FOR AWARD	83
M-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	83
M-2 EVALUATION FOR AWARD	83

SECTION B - SERVICES AND COSTS

Contract award will be for a period of 5 years, one base 12-month period, plus 4 12-month option periods. (Refer to Section I herein FAR 52.217-9 “Option to Extend the Term of the Contract”, and Section J, Attachment 1 for funding limitations)

B-1 SCHEDULE OF SERVICES

<u>SERVICES</u>	<u>COST</u>	<u>*FIXED FEE</u>	<u>TOTAL</u>
Base Contract 9/29/04 – 9/28/05	_____	_____	_____
Option 1 9/29/05 – 9/28/06	_____	_____	_____
Option 2 9/29/06 – 9/28/07	_____	_____	_____
Option 3 9/29/07 – 9/28/08	_____	_____	_____
Option 4 9/29/08 – 9/28/09	_____	_____	_____
 TOTAL ESTIMATED COST AND FEE	 _____	 _____	 _____

*Nonprofit organizations may indicate N/A under fixed fee (otherwise referred to as profit).

B-2 ESTIMATED AND ALLOWABLE COSTS

(a) ESTIMATED COSTS

The estimated cost of this contract is, [*] which consists of [*] for reimbursable costs and [*] for fixed fee. These costs shall be subject to the provisions of FAR clauses: 52.232-20, Limitation of Cost; 52.216-7, Allowable Cost and Payments; and clause 52.216-8, Fixed Fee.

* To be completed at time of award

ALLOWABLE COSTS

(1) INDIRECT COSTS

(i) Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with FAR Subpart 42.7 in effect for the period covered by the indirect cost rate proposal.

(ii) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government Representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

BILLING RATES - (CONTRACTOR NAME)

Cost Center (Type)	Rate	Ceiling
[*]	[*]	[*]

(iii) These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial over- payment or underpayment.

(iv) The Contractor hereby agrees that total indirect costs for the cost centers shown above which exceed the ceiling rates shown above shall not be reimbursable under this contract irrespective of a higher billing rate or a higher final rate, which may be approved by the cognizant audit agency.

* To be completed at time of award

(2) TRAVEL

In accordance with FAR 31.205-46, travel costs incurred directly and specifically in performance of this contract will be reimbursed, when claimed by the contractor and accepted by the Contracting Officer, provided, however, that such travel was necessary and appropriate for performance of this contract and that such costs do not exceed the following:

(a) On a daily basis the maximum per diem rates in effect at the time of travel as set forth in Federal Travel Regulations. Documentation to support actual costs incurred shall be in accordance with the contractor's established practices, provided that a receipt is required for each expenditure in excess of \$25.00, and costs shall be allowable only if the following information is documented:

- (i) Date and place (city, town, or other similar designation) of the expense;
- (ii) Purpose of the trip, and;
- (iii) Name of person on trip and that person's title or relationship to the contractor.

(b) Cost of air travel by most direct route. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours (i.e., if scheduled flight time is before 8:00 A.M. or scheduled arrival is after 9:00 P.M.), excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

(c) Cost of rail travel by most direct route, first-class with lower berth or nearest equivalent.

(d) Travel by motor vehicle including rented automobile shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileagebasis at a rate of \$0.36 per mile plus any toll or ferry charges.

(e) Per diem/Subsistence shall be reimbursed at rates in accordance with the current U.S. Federal Government Travel Regulations in effect at the time of allocable and allowable travel performed pursuant to this contract. However, the allocability and allowability of categories of reimbursable expenses shall be determined by the U.S. Federal Travel Regulations in effect on the date of contract award.

(3) PRIOR AUTHORIZATION OF CERTAIN DIRECT COSTS

Prior authorization in writing by the Contracting Officer or his authorized representative is required for the following costs. Their incurrence with the intent of claiming reimbursement as direct costs shall therefore be at the Contractor's own risk, if without such prior authorization.

(a) Purchase or rental of any items of personal property having an acquisition cost of \$5,000 or more.

(b) Rearrangement, alteration, or relocation of facilities.

(c) Travel for general meetings and all travel outside the United States.

(d) The purchase of any tools, instruments, equipment, textbooks, or other personal property item of any trade, profession, career, educational or training pursuit, or an avocation.

(e) The cost of enrollment and/or tuition and fee for any formal educational training at any level (i.e., remedial, general and advanced) either full or part-time.

(f) Subcontract(s):

(i) Definition: "Subcontractor" as used in this contract, means any supplier, distributor, vendor or firm (including consultants) that furnishes supplies or services to or for a prime contractor or another subcontractor."

(ii) The contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract for (1) cost-reimbursement, time-and-materials, or labor-hour subcontracts at any dollar amount and (2) fixed-price subcontracts that exceed either \$100,000 or 5 percent of the total estimated cost of the prime contract. This notification shall include the following information: Name of subcontractor; dollar amount of subcontract (if for a consultant, specify a ceiling amount, along with the hourly rate); type of agreement; a description of the supplies or services to be subcontracted; identification of task(s) subcontractor will perform; description of steps taken to determine reasonableness of price; and period of performance. Contracting Officer's written consent shall be obtained before placing any subcontract for which advance notification is required under this section.

(iii) The advance notification and consent requirements pursuant to FAR clause 52.244-2 "Subcontracts" have been satisfied for the following subcontracts:

(To be filled in at time of award, if appropriate)

NATIONAL HUNGER INFORMATION CLEARING HOUSE

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C-1 STATEMENT OF WORK/SPECIFICATIONS AGAR-452.211-72 (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work.

USDA National Hunger Clearinghouse

STATEMENT OF WORK

C.1. BACKGROUND:

Section 26 of the National School Lunch Act, which was added to the Act by section 123 of P.L. 103-448 on November 2, 1994, mandated that the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture enter into a contract with a non-governmental organization to establish and maintain an information clearinghouse (named “USDA National Hunger Clearinghouse”) for groups that assist low-income individuals or communities regarding nutrition assistance programs or other assistance.

Section 26 was amended twice to extend Clearinghouse services and increase funds. The last amendment under Public Law 108-265 on June 30, 2004, provides the follow extensions and funding for the next five years: \$166,000 for FY 2004, and \$250,000 for FY’s 2005 through 2009. (See Section J, Attachment 1 of this solicitation for a copy of the Richard B. Russell National School Lunch Act).

The incumbent contractor is World Hunger Year (WHY), New York City, New York, whose contract expires September 28, 2004. A new competitive contract award is contemplated for September 29, 2004.

Intended Audience:

USDA National Hunger Clearinghouse information shall be provided to groups that assist low-income individuals or communities regarding nutrition assistance programs or other assistance, as well as the general public.

Refer to Section J, Attachment 1, for a copy of the statutory language, including eligibility criteria for this solicitation.

C.2. OBJECTIVES/SCOPE OF WORK:

The objective of this project is for a non-governmental organization to maintain the USDA

National Hunger Clearinghouse for groups that assist low-income individuals or communities regarding nutrition assistance programs or other assistance. Information that shall be disseminated includes Federal government, non-Federal government, and community programs and services that improve the lives of low-income individuals and families, including their nutrition and health, and help them become self-reliant. FNS is interested in programs that promote community food security and other efforts to utilize food resources. The Clearinghouse shall operate USDA's toll-free food recovery and gleaning hotline (1-800-GLEAN IT). The contractor will maintain the operation of this hotline and utilize the same phone number (1-800-GLEAN IT) or another comparable telephone number, as applicable, if at all possible. FNS is also interested in promotion and replication of programs that have demonstrated success in alleviating hunger and supporting self-sufficiency.

C.3. DESCRIPTION OF TASKS:

This section contains a discussion of tasks, products, and deliverables required.

C.3.(a). Task 1 - Orientation:

Within the first month after contract award, the contractor shall meet with FNS staff at FNS Headquarters in Alexandria, Virginia for a 1-day-or-less meeting to discuss tasks, schedules, and products for this project.

The purpose of this meeting is to refine expectations for the project, initiate working relations, and clarify any limitations on successfully completing the project. Issues to be addressed at this meeting shall include, but not be limited to:

- o Confirming project objectives priorities;
- o Discussing the task schedule, including milestones and dates for completion of activities and/or submission of products (including progress reports);
- o Clarifying official protocols for all communications;
- o Confirming how tasks shall be staffed; and
- o Identifying potential logistical problems and possible solutions to meet these problems.

Post Award Conference Report

Following the meeting, the Government in conjunction with the contractor will prepare a Post Award Conference Report documenting the items discussed and the events of the meeting. This report shall contain decisions agreed upon in the meeting, as well as elaborate on the objectives of the proposed project. A draft shall be submitted to the contractor for review and comment within 5 working days. This feedback is intended to resolve any outstanding differences and provide the contractor with direction, if necessary. The Government will provide the final version of the Post

Award Conference Report to the Contractor within 5 working days after receipt of the contractor's comments.

C.3.(b). Task 2 - Database and Computer System Development and Maintenance:

The contractor shall maintain and further develop the database(s)-of information to be disseminated through the Clearinghouse.

Under the previous contract, a database was developed that contains information obtained from the survey completed by grassroots organizations (see Section J, Attachment 2 for the survey document utilized under the current contract). The database shall be provided to the contractor within 2 weeks after award.

The database includes information on community programs and services that improve the lives of low-income individuals and families, including their nutrition and health, and help them become self-reliant. At the request of FNS, the database also includes information on programs that promote utilizing food resources.

Please note that the database is not on-line or interactive at this time.

Task activities shall include, but not be limited to:

- Developing and maintaining the existing database and making it available on the World Wide Web;
- Developing and maintaining a new interactive database on the World Wide Web to facilitate communication among community groups, governmental agencies, and the general public on the issue of food security; and
- Developing and maintaining up-to-date computer systems, including the hardware and software necessary to collect and provide information on programs and services for the targeted audiences.

See Section C herein for a discussion of Government-furnished equipment and database applicable to this task.

C.3.(c). Task 3 - Information Collection:

As discussed in Section H, Paperwork Reduction Act, the collection of identical information from 10 or more public respondents requires approval from the Office of Management and Budget (OMB). Under the previous contract, an OMB-approved survey questionnaire was used to obtain data for populating the database described in Task 2 above.

The process for obtaining OMB clearance can take as long as 6 months; OMB approvals are issued for a maximum of 3 years. In an effort to save time, FNS has initiated the OMB clearance

process for the survey questionnaire found in Section J, Attachment 2. Currently, FNS has OMB clearance for 3 years, which will expire 2006. Should the contractor wish to modify the survey, it will be necessary to obtain a new OMB clearance. To collect information for the new interactive database, an additional OMB clearance will be required.

While it shall be the Government's responsibility to coordinate the OMB clearance process, the contractor shall be responsible for preparing the survey(s), and estimating the number of submissions, respondents, burden hours, and other information required by OMB, if required.

The contractor shall collect and update Clearinghouse information and monitor the information collection regularly. These activities shall include, but not be limited to:

- Collecting information on governmental, non-governmental, and community programs and services.
- Using a survey instrument to collect the information for the database(s) (The Agency currently has OMB Clearance for this data collection through 2006. The number is 0584-0474); and
- Providing FNS with the Clearinghouse's database(s) annually, in electronic format. FNS may require changes in the database format/structure, as necessary, to meet technology demands.

C.3.(d). Task 4 - Dissemination:

The contractor shall provide Clearinghouse information, free of charge, to the Secretary of Agriculture, States, counties, cities, anti-hunger groups, grassroots organizations that comprise the Clearinghouse's database(s), and the general public. The contractor shall include the COR on the mailing list for all information distributed through the Clearinghouse.

The contractor shall disseminate information through the Clearinghouse. These activities shall include, but not be limited to:

- Using electronic means to disseminate information about and for the Clearinghouse, including making database information available on the World Wide Web and disseminating links on FNCS nutrition education programs;
- Providing links on the World Wide Web to appropriate USDA and non-profit group offices regarding food security activities;
- Mailing out Clearinghouse and/or Food, Nutrition, and Consumer Services (FNCS) nutrition education materials on request within 14 days (all requests for information shall be handled by the contractor; nutrition education materials will be provided by FNCS to the contractor);

- Developing and attending workshops and collaborative meetings for purposes of disseminating information regarding the Clearinghouse and the FNCS and associated programs; and
- Answering telephone inquires, including those received on the toll-free food recovery and gleaning hotline (1-800-GLEAN-IT), or other comparable number, as applicable. The contractor shall provide adequate phone coverage for east to west coast customers.

C.3.(e). Task 5 - Promotion:

The contractor shall promote the Clearinghouse. These activities shall include, but not be limited to:

- Promoting Clearinghouse services and nutrition education services by electronic and non-electronic means; and
- Answering and responding to media inquiries (the protocol for clearance will be discussed at the orientation meeting).

C.3.(f). Task 6 - Monthly Progress Reporting and Progress Monitoring:

Progress Reporting: The contractor shall provide monthly progress reports to the FNS Contracting Officer and COR by the 15th of each preceding month, which may be submitted in writing or via e-mail to greg.walton@fns.usda.gov and Karen.scott@fns.usda.gov. The reports shall briefly summarize progress made during the reporting period, identify any outstanding problems that must be resolved, provide a description of travel and accompanying estimated expenses; outline the work to be conducted during the next reporting period, and present a summary of actual and cumulative project expenditures, as compared to the budget. These reports shall include the following:

- A cover page containing: contract number and title; type of report and period of performance being reported; contractor's name and address; author(s); and date of report
- SECTION I - An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.
- SECTION II - A description of overall progress, plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved; planned activities for the next reporting period; number of website hits; number of telephone inquiries; all anticipated and approved travel plans; items needing prior approval; and a description of any problem(s) encountered or anticipated

which may impede performance, along with proposed corrective action.

- SECTION III - For the first progress report after approval of the Post Award Conference Report, the Contractor shall include a planning schedule for all tasks and subtasks required under the contract, along with the estimated starting and completion dates for each. The planning schedule shall be updated when needed and submitted with each subsequent technical progress report.
- SECTION IV - Financial information will be submitted for each major task. Data shall include: (1) the total estimated cost budgeted; (2) the estimated cost expended during the current reporting period; (3) identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), including any and all travel expenses, as applicable; (4) total project to-date expenditures; and (5) total remaining funds.

Progress Monitoring: The contractor and the COR shall review on a yearly basis (or earlier as determined by the Contracting Officer and/or COR) whether the Proposed Project Plan require necessary changes. If needed, the contractor shall prepare and submit revisions to the proposed approach, as directed by the COR and agreed to by the Contracting Officer. The revisions shall not change the Scope of Work nor have a substantial impact on overall anticipated costs. No revisions or changes to the contract shall occur without the written approval of the Contracting Officer. Additional meetings may be scheduled by FNS to discuss issues pertinent to the Clearinghouse.

C.4 GOVERNMENT-FURNISHED EQUIPMENT/RESOURCES:

(a) Hardware - Upon written request from the new contractor, the equipment shall be provided by the Government for use under this contract. Delivery of equipment shall occur within 6 weeks of contractor's written request. Upon completion or termination of this contract, equipment shall be returned to the Government.

- (i) Desktop Computers (Quantity = 4)
- (ii) Notebook Computer (Quantity = 1)
- (iii) Other miscellaneous hardware

(b) Upon written request from the new contractor, the following software shall be provided by the Government for use under this contract. Delivery of software shall occur within 6 weeks of contractor's written request. Upon completion or termination of this contract, equipment shall be returned to the Government.

- "Microsoft Windows " - (5 licenses)
- "Norton" Anti-Virus and System Works Software
- "Microsoft" Office (4 licenses)
- "Microsoft" Publisher
- "Teleform" - Survey Scanning Software and Upgrades 6.0

- (c) Database- Under the previous contract, a database of non-governmental groups was developed and maintained. The information was obtained from the survey instrument (see Appendix B for the survey document utilized). The database is run on Microsoft Access. The database shall be provided to the contractor within 2 weeks after award.
- (d) Survey Questionnaire - The survey questionnaire, as seen in Section J, Attachment 2, shall be provided in electronic format. Delivery shall occur within 6 weeks of the contractor's written request.

SECTION D - PACKAGING AND MARKING

D-1 MARKING DELIVERABLES (AGAR 452.247-71) (FEB 1988)

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

D-2 PACKING FOR DOMESTIC SHIPMENT (AGAR 452.247-72) (FEB 1988)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Department of Transportation regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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:
<http://www.arnet.gov/far/>

52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

E-2 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept services to be provided under this contract.
- (b) Inspection and acceptance will be performed at: The Contractor's facility, at the discretion of the Government, and at the Government's facility for progress reports and other written documents required by the contract.

SECTION F - DELIVERIES OR PERFORMANCE

F-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 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:
<http://www.arnet.gov/far/>

FAR CLAUSE NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER (ALTERNATE I)	AUG 1989

F-2 PLACE OF DELIVERY—FOB DESTINATION

All reports and/or deliverables identified herein shall be delivered, and all transportation charges paid by the contractor, in accordance with the FOB Destination Clause (FAR 52.247-35), as follows:

Progress Reports:

One copy of each progress report shall be delivered to the Contracting Officer and one copy to the Contracting Officer’s Representative at the addresses below:

Contracting Office:
USDA, Food and Nutrition Service
Contract Management Branch
Attention: Karen Scott, Contracting Officer
3101 Park Center Drive, Room 220
Alexandria, VA 22302
or electronically at Karen.scott@fns.usda.gov

Contracting Officer’s Representative:
USDA, Food and Nutrition Service
Office of Consumer and Governmental Affairs
Greg Walton, Contracting Officer’s Representative
3101 Park Center Drive, 9th Floor
Alexandria, VA 22302
or electronically at greg.walton@fns.usda.gov

All Other Deliverables:

All required deliverables (with the exception of the Progress Report) shall be delivered to the Contracting Officer’s Representative (COR) at the below address. The COR will

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 INVOICE REQUIREMENT

Invoices shall be submitted monthly for costs incurred in an original and two copies to the Government office listed below:

U.S. Department of Agriculture
Food and Nutrition Service
Budget Division, Room 424
3101 Park Center Drive
Alexandria, VA 22302

The contractor shall submit by the last business day of each month, an invoice for all work (including work performed by subcontractors) performed under this contract during the preceding month. Each invoice must de-aggregate the invoice's aggregate cost into the cost attributable to each Task (or Sub-Task, if applicable) that contributes to the total cost reported by the invoice. Furthermore, the cost attributable to each Task (or Sub-Task, if applicable) must be separated into costs attributable to Direct Labor, Other Direct Costs, and Subcontractor Costs. Within each Task (or Sub-Task, if applicable) invoice, these four cost categories must be reported as follows:

A) Direct Labor must report hours worked and the current wage rate for each employee who contributed to total Direct Labor costs (by name and labor category for professional staff and by labor category for support-type staff).

B) Other Direct Costs must:

(1) Be reported by source of cost, for example, copier, telephone, or computer expenses, and

(2) Show how the figure associated with each source of cost was derived.

C) In the prime contractor's invoice, if the prime contractor has more than one subcontractor, costs must be reported separately for each one.

D) Contribution of In-kind resources as required by Section 26 of the Richard B. Russell National School Lunch Act.

Note: Subcontractor(s) must also comply with these invoicing requirements, and, if any subcontractor costs were incurred during the reporting month, the prime contractor must submit that subcontractor's invoice along with its own invoice.

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

- (1) Name of the business concern, invoice number and invoice date;
- (2) Contract number [and purchase order number provided at time of award];
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms; and
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

Further, each invoice MUST include sufficient supporting documentation to allow for verification of cost (e.g., copies of invoices, purchase orders, receipts, etc.).

G-2 METHOD OF PAYMENT

PAYMENTS UNDER THIS CONTRACT SHALL BE MADE VIA ELECTRONIC FUNDS TRANSFER METHOD, i.e. "VENDOR EXPRESS."

"Vendor Express" is direct deposit for businesses that provide goods and services to any Federal agency. Payments are made electronically through the Automated Clearing House network for deposit directly into your bank account on the payment due date.

The contractor, after award and not later than 21 days prior to submission of an invoice, must obtain and complete a vendor express enrollment package. The enrollment package is available on the Internet by selecting Electronic Funds Transfer (EFT) Enrollment located on the left hand side of the National Finance Center (NFC) home page (www.nfc.usda.gov). If a vendor does not have Internet access they may contact the National Finance Center at 1-800-421-0323 (or 504-255-3324) and request instructions for establishing a "Vendor Express" payment account.

(See also FAR 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT in Section I herein)

G-3 PAYMENT DUE DATE

Payment under this contract will be due on the 30th calendar day after the later of:

- (a) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- (b) Receipt of the scheduled monthly progress payment, or
- (c) The date of completion of performance of the services.

G-4 CONTRACT ADMINISTRATION

a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this 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) The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration:

NAME: [*]
TELEPHONE: [*] FAX: [*]
TITLE: [*]

(c) The Government Contract Administrator is:

NAME: Karen Scott
TELEPHONE: (703) 305-2453 FAX: (703) 305-2071
TITLE: Contract Specialist

(d) The Government Contracting Officer's Representative is:

NAME: Greg Walton
TELEPHONE: (703) 305-2297 FAX: (703) 605-0220
TITLE: Contracting Officer's Representative

(e) The Government Contracting Officer is:

NAME: Leonard Green
TELEPHONE: (703) 305-2257 FAX: (703) 305-2071
TITLE: Contracting Officer

[* TO BE COMPLETED AT TIME OF AWARD]

G-5 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 specific. The COR is the technical representative for all technical requirements of the specific contract.

"Contracting Officer" - The Contracting Officer is the only individual with authority to enter into,

administer, or terminate contracts. The Contracting Officer ensures performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships.

Limits on the Authority of the COR:

The authority of the COR is limited. The Contracting Officer may not delegate the following authority to:

1. Award, agree to, or execute any contract, task order, or contract modification;
2. Obligate, in any way, the payment of money by the Government;
3. Take any action which may have an impact on the contract or task order schedules, funds, or the scope of work/task description;
4. Make the final decision on any matter that would be subject to appeal under the Disputes clause; and
5. Terminate, for any case, the contractor's right to proceed.

Responsibilities:

The COR is authorized to take any or all actions as specified below which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of the contract.

1. Assure that the Contractor performs the contract technical requirements in accordance with its terms, conditions and scope of work providing guidance when necessary.
2. Perform or arrange for all inspections necessary in connection with (1) above and require the contractor to correct any deficiencies that are found; recommend acceptance for all deliverables on behalf of the Government; record the inspections and acceptance and insure that distribution of approvals/disapprovals are made to the contractor and the Contracting Officer. Review all contract deliverables and provide inspection and acceptance documentation to the Contracting Officer. You have the responsibility to track and retain all contract deliverables. When inspections are performed by the COTR, the COR will make the final determination on acceptance.
3. Maintain liaison and direct communication with the contractor. Written communications with the contractor and all contract related correspondence shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer for the file.
4. Issue written technical interpretations of the Government scope of work. Interpretations which could impact delivery schedules, funding, or the scope of work must be coordinated with the Contracting Officer and a copy of all written interpretations must be furnished to the Contracting

Officer for the file.

5. Monitor the contractor's production or progress performance and notify the contractor, in writing, of deficiencies observed during surveillance, and direct appropriate corrective actions EXCEPT where such corrective action would affect delivery schedule, price or scope of work. In those instances where corrective action would affect delivery schedule, price or scope of work, the COR shall notify the Contracting Officer of the problem and recommend corrective action. Record and report to the undersigned incidents of faulty or nonconforming work, delays, or problems.

6. Coordinate site entry for contractor personnel and, if to be provided, ensure that Government-furnished property is available when required.

7. Review of payment requests to verify actual performance to determine reasonableness of billed amounts and to determine compliance with the contract terms. Ensure that adequate supporting documentation for subcontract and vendor costs is obtained before approval. Recommend to the FNS Accounting or Budget Division the payment amount. When costs are questioned or recommended for disallowance, the Contracting Officer must be notified before approval and submission for payment. To ensure accurate balances are kept, the COR or COTR should reconcile voucher expenditures and balances with the Contracting Officer and Accounting or Budget Office quarterly.

8. Ensure that the contractor is not directed to employ individuals or enter into subcontract agreements for performance of a specific task. Recommendations for subcontracting opportunities shall be sent, in writing, to the Contracting Officer.

9. Definition of Subcontract: Any supplier, distributor, vendor or firm, including consultants, that furnishes supplies or services to or for a prime contract or another subcontractor.

THE FOLLOWING RULES MUST BE ADHERED TO--

Review and consent of subcontract and consultant agreements to determine if (1) the services are technically justified and (2) the proposed subcontract type is appropriate for the risks involved and consistent with current policy. Subcontract consent is required for (1) all cost-reimbursement, time-and-materials or labor-hour subcontracts and (2) fixed-price subcontracts that exceed either \$25,000 or 5% of the total estimated cost of the task order. Consultant consent is required whenever any employee of the contractor is to be reimbursed as a "consultant" under the contract. The Contracting Officer will provide written approval to the Contractor in accordance with the terms of the contract.

10. Only the Contracting Officer, Contract Specialist or COR have authority to contact contractors

to discuss costs and/or the technical requirements of the contract. Contacts from other government employees could result in unauthorized commitments. Government representatives

who are working on, or asked to work on, a particular contractual issue must not contact the contractor directly but should coordinate the activity with the Contracting Officer or COR. The COR must be present at all procurement related contacts and meetings with the contractor. Depending on the nature of the meeting, the COR must also give advance notification to the Contracting Officer or Contract Specialist. All contacts with contractors 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, not accepting a deliverable, potential changes to the statement of work or delivery schedule, costs and subcontractor or consultant recommendations.

11. Review monthly progress reports to ensure compliance with contract performance requirements.

G-6 SUBCONTRACT CONSENT

The Contractor shall submit the information required by the "Subcontracts" FAR 52.244-2 clause, Section I herein, to the Contracting Officer. The Contracting Officer will provide written notice to the Contractor of the decision.

G-7 GOVERNMENT FURNISHED DATA

The Government shall deliver to the Contractor the Government-furnished data described in the contract. Title to Government-furnished data shall remain with the Government. The Contractor shall use the Government-furnished data only in connection with this contract. Provisions of FAR 52.245-5, Government Furnished Property, incorporated in Section I, will apply to all Government furnished data.

The following data which will be furnished to the Contractor, as required, will remain the property of the Government and will be returned to the Government upon completion of the contract:

(To be filled in at time of award, if appropriate)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 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 25,000 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.

H-2 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.

H-3 INCORPORATION OF SUBCONTRACTING PLAN AND REPORTING REQUIREMENTS

The negotiated subcontracting plan dated _____ is hereby incorporated by reference. Failure of the contractor to make a good faith effort to comply with the subcontracting plan may result in the assessment of liquidated damages in accordance with the Clause at 52.219-16, Liquidated Damages--Subcontracting Plan, Section I herein.

In accordance with the Clause in Section I, FAR 52.219-9 Small Business Subcontracting Plan, the Contractor shall submit the reports specified below as follows:

Reporting Period	Report	Due Date
Oct 1 - Mar 31	SF-295 Summary Subcontract Report (Rev. 12/98)	04/30
Oct 1 - Sep 30	SF-295 Summary Subcontract Report (Rev. 12/98)	10/30
Oct 1 - Mar 31	SF-294 Subcontracting Report for Individual Contracts (Rev. 12/98)	04/30

Apr 1 - Sep 30 SF-294 Subcontracting Report fo Individual Contracts 10/30
(Rev. 12/98)

*OF-312 Small DisadvantagedBusiness (SDB) Participation Report (1/99)
(ATTACH THIS REPORT TO THE FINAL SF-294, SUBCONTRACTING
REPORT FOR INDIVIDUAL CONTRACTS)

SF-294 - Submit original to the Contracting Officer at the address below:

USDA/FNS
Attn: Leonard Green, Contracting Officer
Contract Management Branch
3101 Park Center Drive, Room 220
Alexandria, VA 22302

SF-295 - Submit original directly to the USDA, Office of Small and Disadvantaged Business Utilization at the address below. A courtesy copy shall be submitted to the Contracting Officer at the address listed above.

USDA/OSDBU
Attn: Belinda Ward
14th & Independence Ave., S.W.
Room 1323, South Building
Washington, DC 20250

H-4 ADP COMPATIBILITY

The contractor agrees to comply with both the U.S. Department of Agriculture's (USDA) and the Food and Nutrition Service's (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 Contracting Officer's Representative), 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 performs its computing applications entirely in an IBM-oriented environment; that is directly on IBM or IBM compatible hardware. 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 diskettes. In particular, all physical storage media must be on 3 1/2" diskettes formatted to be used on IBM AT

compatible computers, and must be accompanied by accessing and format information.

In addition, there may be occasion where some deliverables will be significantly enhanced by inclusion of data and text diskettes, 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 work, as appropriate.

H-5 KEY PERSONNEL - AGAR 452.237-74 (FEB 1988)

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

*** To be completed at time of award**

(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.

H-6 OMBUDSMEN

The Food and Nutrition Service (FNS) has designated an Ombudsman to address concerns of procurement improprieties. The designations and responsibilities are described below:

PROCUREMENT OMBUDSMAN

Concerns of procurement impropriety or the appearance of impropriety should be immediately brought to the attention of the Contracting Officer. If you choose not to raise the issue to the Contracting Officer, the Agency has designated Mr. John M. Heslin, Chief, Administrative Review Branch, Grants Management Division, as the Procurement Ombudsman (PO). Mr. Heslin will serve as an additional source available to contractors, subcontractors, and FNS staff, who may have concerns regarding possible impropriety or the appearance of impropriety in a contract, but choose not to raise the issue through normal administrative mechanisms.

Mr. Heslin has independent authority to address any issue of impropriety with absolute confidentiality and report directly to the Agency Administrator as necessary. He will have

complete access to everyone involved in the process, at all levels in the FNS organization. Additionally, Mr. Heslin has full authority to complete a thorough review of each concern raised. Mr. Heslin may be reached by calling (703) 305-2820 or (703) 305-2822 or at the mailing address below.

Mr. John Heslin
USDA/FNS/GMD/ARB
3101 Park Center Drive
Room 1002
Alexandria, VA 22302

This clause shall be incorporated in all subcontracts.

H-7 DEBT COLLECTION

Any monies that are payable or may become payable from the United States under this agreement to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States, under the Federal Claims Collection Act of 1966, as amended by the Debt Collection Act of 1982 (31 U.S.C. 3701, 3711, 3716-3719); 4 CFR part 102 and subpart B of this part). Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States will be disclosed to consumer or commercial credit reporting agencies.

H-8 PROJECT PLAN REVISION

As required, the contractor and FNS shall review annually whether the contractor's project plan remains appropriate for meeting the objectives of the statement of work. In the event a modification to the project plan is deemed necessary, the contractor shall prepare and submit revisions to their proposed plan, as agreed to by both parties. The revisions shall not change the Scope of Work nor have a substantial impact on costs, and cannot exceed the amounts specified in the Authorizing Language. No revisions or changes to the contract shall occur without the written approval of the FNS Contracting Officer.

H-9 WAGE DETERMINATION

A Wage Determination pursuant to the provision of the Service Contract Act of 1965, as amended, may be applicable to some of the labor categories performing work under the contract. Refer to the Section I Service Contract Act and Section J Attachment 3 DOL Wage Determination.

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(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:
<http://www.arnet.gov/far/>

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS – NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT 1997

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATION	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.222.47	SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA)	MAY 1989
52-223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN 2004
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-14	RIGHTS IN DATA – GENERAL	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-19	AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT 2003

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE 1	AUG 1996 JUN 1985
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATE I	AUG 1987 APR 1984
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	MAY 2004
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52-253-1	GOVERNMENT GENERATED FORMS	JAN 1991

I-2 NOTIFICATION OF OWNERSHIP CHANGES FAR 52.215-19 (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Contracting Officer within 30 days.

(2) The Contractor shall also notify the Contracting officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I-3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS FAR 52.215-21 (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Cost or pricing information required for submission in support of modifications will be determined separately for each modification and will be requested prior to issuance of any modification.

I-4 RIGHTS TO PROPOSAL DATA (TECHNICAL) FAR 52.227-23 (JUN 1987)

Except for the data contained on pages: _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the government shall have unlimited rights (as defined in the "Rights in data -- General" clause contained in this contract) in and to the technical data contained in the proposal dated:- _____, upon which this contract is based.

I-5 CONFIDENTIALITY OF INFORMATION AGAR 452.224-70 (FEB 1988)

(a) Confidential information, as used in this clause, means: (1) Information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an institution or organization.

- (b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.
- (f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.
- (g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- (h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

I-6 RESTRICTIONS AGAINST DISCLOSURE AGAR 452.237-75 (FEB 1988)

- (a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such

reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

I-7 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) (ALTERNATE II)

(a) Definitions. As used in this clause-

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

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

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

(2) Is fixed-price and exceeds-

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

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the

National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

(F) The reasons for any significant difference between the Contractor's

price objective and the price negotiated; and

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

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

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

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

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

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

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I-8 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

(FAR 52.244-6)(APR 2003)

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, 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) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may 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.

I-9 SMALL BUSINESS SUBCONTRACTING PLAN FAR 52.219-9 (JAN 2002)
(ALTERNATE II)(JAN 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause-

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

- (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small

business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating-
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact-
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through-
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's

requirements.

- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph
- (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-

- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with-
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American

Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

I-10 OPTION TO EXTEND THE TERM OF THE CONTRACT- FAR 52.217-9 (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) Exercise of an option will result in the following contract modifications:

(1) The "Period of Performance" clause F-3 (AGAR 452.211-74) is modified for for each respective option period as follows:

<u>Option Period</u>	<u>Start Date</u>	<u>End Date</u>
Option 1	September 29, 2005	September 28, 2006
Option 2	September 29, 2006	September 28, 2007
Option 3	September 29, 2007	September 28, 2008
Option 4	September 29, 2008	September 28, 2009

(2) The "Estimated and Allowable Cost" clause B-2 is modified to reflect increased estimated costs and fixed-fees for each respective option period as follows:

<u>Option Period</u>	<u>*Estimated Cost</u>	<u>*Fixed Fee</u>	<u>**Total</u>
Option 1	[*]	[*]	\$
Option 2	[*]	[*]	\$
Option 3	[*]	[*]	\$
Option 4	[*]	[*]	\$

*to be completed at time of award

**Refer to Section J, Attachment 1 for funding limitations

I-11 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003)

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

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2);and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net)

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1067k including a Hispanic-serving institution of higher education as defined in Section 316(b)(1)of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of the offers, except-

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An Otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(iv) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see Sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The contracting Officer will apply the factor to a line item or to a group of items on which award may be made. The contracting officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

(___) Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of

materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I-12 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-- DISADVANTAGE STATUS AND REPORTING FAR 52.219-25 (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners and teaming arrangement members through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner or team member, representing itself as a small disadvantaged business concern, is included in the SBA's on-line list of SDBs at <http://www.sba.gov> or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility. The Contractor acting in good faith may rely on a written representation of its subcontractor regarding the subcontractor's status as a small disadvantaged business concern as defined in 13 CFR 124.1002.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

I-13 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone

small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I-14 – OPTION TO EXTEND SERVICES FAR 52.217-8 (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 60 days.

SECTION J - LIST OF ATTACHMENTS

LIST OF ATTACHMENTS 452.252-70 (FEB 1988)

The Contracting Officer shall insert appropriately identified list of documents, exhibits and other attachments.

IDENTIFIER	DESCRIPTION
Attachment I	Section 26 of the Richard B. Russell National School Lunch Act, specifically "Information Clearinghouse", 2 pages
Attachment II	Survey Form, 2 pages
Attachment III	DOL Wage Determination, 9 pages

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (Return completed Section K with the offeror's Business Proposal)

K-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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 address: <http://www.arnet.gov/far/>

<u>PROVISION NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

K-2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____;

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K-3 WOMEN-OWNED BUSINESS (FAR 52.204-5) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it ___ is, ___ is not a women-owned business concern.

K-4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

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

(i) 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, or receiving stolen property; and

(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.

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offerer 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.

K-5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ intends, _____ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of
Owner and Operator of the
Plant or Facility if Other
than Offeror or Respondent

K-6 SMALL BUSINESS PROGRAM REPRESENTATIONS
(FAR 52.219-1) (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 519190.

(2) The small business size standard is \$ 6,000,000.

(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.

(b) 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 (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

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

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

with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a 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 (a) of this provision.

"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.

(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 small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 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.

K-7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that -

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

(b) It _____ has, _____ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-8 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that (a) it _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(FAR 52.223-13) (AUG 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

___ (I) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (II) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (IV) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (V) The facility is not located in United States, or its outlying areas..

K-11 ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-12 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be

submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal Official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates, under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$ 50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or,

if during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

K-13 DUPLICATION OF COST

The offeror represents and certifies that any changes contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

K-14 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[](i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-NET); or

[](ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K-15 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

PLEASE RETURN SECTION K “REPRESENTATIONS AND CERTIFICATIONS” WITH THE OFFEROR’S BUSINESS PROPOSAL.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1)(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 address: <http://www.arnet.gov/far/>

PROVISION NUMBER	TITLE	DATE
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUNE 2003
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

**L-2 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)
WITH--ALTERNATE I (FAR 52.215-1)(OCT 1997)**

(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 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 solicitations 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 offerors 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 agents 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 modifications 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 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) It was transmitted through an electronic commerce method authorized by the solicitation and 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 control prior to the time set for receipts 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 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 at any time before award, subject to 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 Governments 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 of 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 ranked proposals. (SEE ALTERNATE 1 BELOW)

(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 contract 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) The 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; and
- (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

ALTERNATE 1 (OCT 1997) – Applicable to this Solicitation

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

L-3 CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6)(OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) If located within the United States, by calling DUN and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L-4 AUTHORSHIP

The offeror shall include a statement indicating the names of authors and the percentage of authorship by the individuals involved in the preparation of the technical proposal, and the relationship of each author to the work to be performed under the contract.

L-5 PRE-AWARD SURVEY

Prior to award of a contract, the Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the offeror, or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.

L-6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE IV) (FAR 52.215-20) (OCT 1997)

- (a) Submission of cost or pricing data is not required at this time, however, the Contracting Officer, Food and Nutrition Service, reserves the right to request Cost or Pricing Data at a later date if it is deemed necessary. If requested, the Cost or Pricing Data must be submitted in accordance with FAR Subpart 15.408.
- (b) See paragraph L-7 (c) for guidance on what cost information is required for submission under this RFP.

L-7 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (AGAR 452.215-71)(SEP 1999)

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.

2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

(a) Standard Form 33 - one (1) original and four (4) copies

(b) Technical Proposal - one (1) original and four (4) copies

(c) Cost/Price Proposal – one (1) original and four (4) copies

Proposals are due in the Contracts Office no later than 4:30 p.m. on September 10, 2004.

In addition to the requirements above, the offeror is required to submit a complete copy of the technical and cost proposal on a 3-1/2" diskette noting the software and version on a label affixed to the diskette. Should the technical and/or cost proposals be modified during the negotiation process requiring resubmission of the proposal(s), a revised diskette is also required to be submitted noting on the label; file name, software/version and date revised. After award, all unsuccessful offerors will be afforded the opportunity to retrieve their proposal submissions, with the exception of the diskette, which will be kept on file.

Offeror's proposal shall be prepared using type no smaller than Courier font, size 10.

(b) Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a

thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

- (2) A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.
 - (3) The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished.
 - (4) The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project.
 - (5) The technical proposal must provide the general background, experience and qualifications of the organization. Similar or related contracts, subcontracts, and/or grants should be included and/or each contain the name of the customer, contract number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.
 - (6) The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.
- (c) Business Proposal Instructions. In addition to any other requirements for cost/pricing information required in clause FAR52.215-20, Requirements for Cost or Pricing Data or Other Than Cost or Pricing Data, the following is required:
- (1) The offeror may submit information other than cost or pricing data in the offeror's own format unless the contracting officer has requested the use of a specific format and the format is described in this solicitation.
 - (2) The offeror shall submit information necessary to support the prices proposed to permit the contracting officer and authorized representatives to determine price reasonableness for each of the following:

- (A) Base contract period and
 - (B) Options specified in the proposed statement of work.
- (3) Specific Requirements. The offeror must also submit the following detailed information to support the proposed budget:
- (A) Breakdown of direct labor cost by named person or labor category including number of labor hours and current actual or average (in the case of secretaries, data entry clerks, etc.) hourly rates. Direct labor or levels of effort are to be identified as labor hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from the indirect cost rate.
 - (B) The amount proposed for travel, subsistence and local transportation supported with a breakdown which includes: number of trips anticipated, cost per trip per person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately owned vehicles will be used.
 - (C) Cost breakdown of materials, equipment and other direct costs including duplication/reproduction, meetings and conferences, postage, communication and any other applicable items. Costs must be supported by specific methodology utilized.
 - (D) If an offeror proposes to employ the use of an Automatic Data Processing System (ADPS), detailed data concerning proposed costs should include the following:
 - (i) Make and model year of all equipment which will be used: keypunch, verifier, sorter, collator, tabulator, central processor unit (CPU), input-output components (I/O), etc.
 - (ii) Estimated number of hours and usage rates for each distinct piece of equipment proposed.
 - (iii) Listing of rates or quotes from prospective suppliers of the offeror.
 - (iv) Copies of invoices submitted by past suppliers of the offeror.
 - (v) Listing of rates developed and/or approved by a Government agency where offeror has in-house capability.
- (4) If consultants are proposed, detailed data concerning proposed consultant costs should include the following:
- (A) Names of consultant(s) to be engaged.

- (B) Daily fees to be paid to each consultant.
 - (C) Estimated number of days of consulting services.
 - (D) Consulting agreements entered into between consultant(s) and the offeror, or invoices submitted by consultant(s) for similar services previously provided to the offeror.
 - (E) Rationale for acceptance of cost.
 - (F) Copies of invoices which show actual rates paid on other contracts.
- (5) If proposed, cost information for each subcontractor shall be furnished in the same format and level of detail as prescribed for the prime offeror. Additionally, the offeror shall submit the following information:
- (A) A description of the items to be furnished by the subcontractor.
 - (B) Identification of the proposed subcontractor and an explanation of why and who the proposed subcontractor was selected including the extent of competition obtained.
 - (C) The proposed subcontract price, the offeror's cost or price analysis thereof, and performance/delivery schedule.
 - (D) Identification of the type of subcontract to be used.
- (6) Offeror shall briefly describe organization policies in the following areas (published policies may be furnished):
- (A) Salary increases to include:
 - (i) Merit.
 - (ii) Cost of living.
 - (iii) General.
 - (B) Travel/subsistence
 - (C) Consultant use and terms of agreements
- (7) Offerors lacking Government approved indirect cost rates must provide detailed background data indicating the cost elements included in the applicable pool and a statement that such treatment is in accordance with the established accounting practice. Offerors with established rate agreements with Federal cognizant agencies shall submit one copy of such agreement.

(8) Offeror shall -

(A) Furnish financial statements for the last two years, including an interim statement for the current year, unless previously provided to the office issuing the RFP, in which case a statement as to when and where this information was provided may be furnished instead.

(B) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.

(C) Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.

(D) Provide an estimated cash flow. Each offeror is required to submit a schedule of proposed monthly costs for the planned duration of the project.

L-8 SUBCONTRACTING PLAN

(a) In accordance with FAR 52.219-9, prime offerors not classified as a small business shall submit a proposed individual Small Business Subcontracting Plan. (See Clause L-9, Small Business Standard Classification Code).

(b) Whenever possible, the Government prefers the following minimum subcontracting goals:

- Small Business - 10%
- Small Disadvantaged Business - 5%
- Women-Owned Business - 5%
- HUBZONE Small Business - 3%
- Service-Disabled Veteran – 3%
- Veteran-Owned Small Business – 3%

(c) A subcontract may count toward more than one of the goals shown in paragraph b., if applicable (e.g., a small disadvantaged business owned by a woman may count toward each of the three goals).

L-9 SMALL BUSINESS NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

(a) For purpose of this contract, classification code 519190 and the following standard applies: “a concern is small if its average annual receipts for its preceding three (3) fiscal years do not exceed 6 million dollars”

(b) Subcontractors work need not be classified as NAICS 519190. It should be classified under

what ever NAICS is appropriate for the work (see FAR 19.102). The size standard for that NAICS code can be used to determine if subcontracting goals are met.

L-10 TYPE OF CONTRACT (FAR 52.216-1)(APR 1984)

The Government contemplates award of a COST REIMBURSEMENT type Contract resulting from this solicitation.

L-11 SERVICE OF PROTEST (FAR 52.233-2)(AUG 1996)

- (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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Patricia Palmer, Contracting Officer, USDA, Food and Nutrition Service, Contract Management Branch, 3101 Park Center Drive, Room 220, Alexandria, VA 22302.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-12 INQUIRIES (AGAR 452.204-70)(FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the contracting officer issuing the solicitation about any aspect of this requirement prior to contract award.

L-13 SPECIAL INSTRUCTIONS, CONDITIONS, AND NOTICES

These instructions and additional information are provided to assist potential offerors in preparation of their technical and business proposals.

In addition to the Instructions provided above, offerors shall cover the aspects of eligibility requirements specified in Section J, Attachment 1, i.e., contribution on in-kind resources, commitment to reinvest in the United States, etc. This information will also be evaluated in accordance with the evaluation criteria, as applicable.

L-14 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS (FAR 52.219-24) (OCT 2000)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price

evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

- (b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L-15 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages (unless otherwise notified). Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L-16 PRE-PROPOSAL CLARIFICATIONS

Offerors are advised that the terms of the solicitation and specifications may be clarified or amended in writing by the Contracting Officer.

All specific questions to be answered must be submitted in writing to the Contracting Officer and received by the Contracting Officer by a date to be determined. Questions can be mailed faxed or e-mailed to the following address, facsimile number or e-mail address.

a. Mailing address:

USDA, Food and Nutrition Service
Contract Management Branch, Room 228
Attn: Patricia Palmer
3101 Park Center Drive
Alexandria, VA 22302

b. Facsimile Number:

(703) 305-2071

c. e-mail address:

patsy.palmer@fns.usda.gov

7. Prospective offerors who require additional information may contact Patricia Palmer, Contract Specialist, at (703) 305-2251.

L-17 SUBMISSION OF ALTERNATE PROPOSALS

Offerors may submit alternate technical and business proposals for this procurement. However, any offeror submitting an alternate proposal must also submit a proposal which responds to the specific terms of the RFP. Any alternate proposal submitted must be clearly marked as an alternate proposal. Any alternate proposals may be considered if overall performance of the work would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals will be subject to the same instructions and criteria, set forth in Section L & M of the RFP, as any other proposals submitted.

Offerors submitting alternate proposals do so at their own risk. The Government shall determine whether or not to evaluate an alternate proposal. The Government reserves the right to make award based on an alternate proposal.

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (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 the full text available.

<u>PROVISION NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.217-5	EVALUATION OF OPTIONS	FEB 1998

M-2 EVALUATION FOR AWARD

- A. The source selection process for this procurement will consider both technical merit and proposed prices, and award will be made to the offeror whose proposal represents the best value to the Government. Initial technical proposals will be evaluated by a technical evaluation panel (TEP) in accordance with the technical evaluation criteria set forth below. Initial business proposals will be evaluated by the contracting officer and other appropriate personnel, as determined by the contracting officer. Communications or clarifications, which involve limited exchanges of information, may be conducted with offerors during this phase of the selection process. The contracting officer will consider both technical merit and proposed price and, if necessary, establish a competitive range comprised of the most highly rated proposals. While it is anticipated a competitive range of offerors will be established for this acquisition, the Government reserves the right to make an award decision without conducting discussions, based on initial proposals submitted.
- B. Discussions and negotiations may be conducted with offerors in the competitive range, as deemed necessary by the Government. In addition, further communications involving limited exchanges of information may be conducted with offerors during this phase of the source selection process.
- C. When negotiations are complete, offerors remaining in the competitive range will be afforded the opportunity to submit final proposal revisions. However, revised offers may not be requested or accepted if the Government makes an award decision based on initial proposals, without conducting discussions with offerors.
- D. Final revised proposals will be reviewed and evaluated by the TEP and the contracting officer. Technical merit will be evaluated by the TEP based on a review of the initial

technical proposal, responses to clarifications, communications and negotiations, and final proposal revisions in accordance with the technical criteria in M-2 (2) below. The offerors' business proposals will be evaluated by the contracting officer and other appropriate personnel and the analyses will be based on information in the offerors' initial business proposal, responses to clarifications, communications and negotiations, and the final revised business proposal.

- E. Technical merit is significantly more important than cost or price in making an award decision. However, award will be made to the offeror whose proposal represents the best value to the Government, considering the combination of technical merit and cost. All technical evaluation factors, other than cost or price, when combined, are significantly more important than cost or price factors. As the technical merit among offers becomes more similar, cost and price become increasingly more important. When the technical merit among offers becomes essentially equal, cost or price alone may be the determining factor for award.
- F. The following technical evaluation criteria will be used to evaluate proposals and each criterion will be weighted as indicated below:

Evaluation Criteria
(Maximum Final Average Total Score = 100 Points)

Criterion 1: Meets Eligibility Criteria in Section 26 of the Richard B. Russell National School Lunch Act (Go/No Go)

Refer to Section J, Attachment 1 for eligibility criteria. Offeror's meeting this criterion will be evaluated further in accordance with the criteria below.

Criterion 2: Understanding the Purpose and Objectives of the Project (Maximum Score 20)

The proposal demonstrates a thorough understanding of the purpose and objectives of the project, and knowledge of nutrition assistance programs.

Criterion 3: Ability to Meet Project Objectives (Maximum Score 25)

The proposal shall demonstrate the offeror's technical ability to provide a national hunger clearing house, information collection nationally, maintain a data base, and disseminate information to the Hunger Community.

Criterion 4: Capability and Experience of Staff (Maximum Score 25)

The proposal demonstrates relevant staff qualifications, experience and commitment critical to the successful and timely completion of the contract requirements. Staff expertise shall include, but necessarily be limited to, data base management, computer programming, customer service, and information collections. Additionally, the proposal demonstrates adequate management

review and oversight to ensure timely and high quality performance of all work. Must be sponsored by an organization, or be an organization that (a) has helped combat hunger for at least 10 years. (Also refer to Section J, Attachment 1)

Criterion 5: Past Performance (Maximum Score 20)

In order for offerors to be evaluated on this criterion, the information listed below under *Submission of past performance information* must be sent in advance of proposal submission.

Demonstrated recent successful experience in managing similar contracts or related work of comparable technical complexity. The government is seeking to determine whether the contractor has consistently demonstrated a commitment to customer satisfaction, cost management, and timely delivery of high quality services. The evaluation shall take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the work under the contract. Offerors without a record of relevant past performance or for whom information on past performance is not available, will receive a neutral rating for this criterion. Offerors determined to be in the competitive range will have the opportunity to provide information on problems encountered and corrective action taken. (*See Instructions below for advance submission of past performance information.*)

Submission of past performance information: The Government will collect past performance information on prospective offerors. Therefore, offerors shall submit no more than three relevant projects, which demonstrates the contractor’s experience, to the Contracting Officer **on or before August 26, 2004:**

1. Name of contracting activity
2. Contract number
3. Contract type and description of services
4. Total contract value
5. Contracting office and verified telephone and fax number
6. Program manager and verified telephone and fax number

Information shall be submitted via fax to 703-305-2071, or electronically to patsy.palmer@fns.usda.gov or mail to Patricia Palmer, Contracting Officer, 3101 Park Center Drive, Room 220, Alexandria, VA 22302.

Criterion 6: Small Business Subcontracting (Maximum Score 10)

The proposal demonstrates eligible subcontracting opportunities to small businesses in accordance with the requirements of the Subcontracting Plan Instructions contained in Section L-8 herein. Small businesses will receive full credit for this criterion as the Prime contractor performing at least 51 percent of the services.