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ESTIMATED
SUPPLIES/SERVICES

Firm
Fixed
Price

Task 1: Orientation Meeting

Task 2: Meet with Nebraska CACFP
Staff to review administration
data

Task 3: Revise Evaluation Plan

Task 4: Prepare Data Collection
Instrument and Detailed
Data Collection Plan

Task 5: Prepare OMB Clearance
Package

Task 6: Train Data Collectors and
Collect Wave 1 Data

Task 7: Interim Report

Task 8: Train Data Collectors and
Collect Wave 2 Data

Task 9: Create analytic files and
Conduct analysis

Task 10: Prepare Final Report

Task 11: Prepare and Submit Data
Files and Documentation

Task 12: Brochure and Journal Article

Task 13: Monthly progress Reports

TOTAL FIRM
FIXED PRICE

SECTION C – DESCRIPTION/SPECIFICATIONS/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.

STATEMENT OF WORK

The Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) seeks a qualified contractor to conduct an evaluation study of the Nebraska Rural Area Eligibility Determination for Day Care Homes (NeRAED) Pilot.

BACKGROUND

Family or group day care homes may participate in the Child and Adult Care Food Program (CACFP) as either a tier I or tier II entity. Tier I family and group day care homes receive larger reimbursements from USDA for the meals they provide than do their tier II counterparts. A family or group day care home may qualify as a tier I entity if it meets any of the following three criteria:

1. It is located in a geographic area, as defined by the Secretary of USDA based on census data, in which at least 50 percent of the children residing in the area are members of households whose incomes meet the income eligibility guidelines for free or reduced-price meals in the National School Lunch Program;
2. It is located in an area served by a school enrolling elementary students in which at least 50 percent of the total number of children enrolled are certified eligible to receive free or reduced-price meals;
3. It is operated by a provider whose household income meets the income eligibility guidelines for free or reduced-price meals and whose income is verified by the sponsoring organization of the home under regulations established by the Secretary.

The Child Nutrition Division (CND) of the Food and Nutrition Service (FNS), on behalf of the Secretary of Agriculture, is authorized by Public Law 108-265 (through Section 119 of the Child Nutrition and WIC Reauthorization Act of 2004), to establish a demonstration pilot of the CACFP in Nebraska rural areas only (as determined by the Secretary) for each of the fiscal years 2006 and 2007, using a lower threshold of 40% (instead of 50%) for determining eligibility in areas in which poor economic conditions exist. The State of Nebraska is authorized by this legislation to use school data or census data, when appropriate, to determine tier I eligibility. The State of Nebraska has opted to use elementary school data to determine tier I eligibility for this pilot.

FNS intends to enter into a Contract with a Contractor to conduct an evaluation of this pilot program, from the signing of the Agreement through June 30, 2008. The Act authorizes the use of up to \$400,000 out of any funds in the Treasury to carry out the evaluation. This amount is to cover evaluation-related activities, **including FNS' evaluation-related costs**. The Contractor will conduct the evaluation and provide data and reports as specified herein. The evaluation results and reports will form the basis for a report FNS will submit to the House Education and Workforce Committee and the Senate Agriculture, Nutrition, and Forestry Committee by March 31, 2008.

The law requires FNS to evaluate the impact of the eligibility criterion of 40%, as compared to the eligibility criterion of 50%. The Act specifies that the evaluation shall assess the impact of the 40% threshold on:

- the number of family or group day care homes offering meals through CACFP in rural areas;
- the number of family or group day care homes offering meals as a tier I entity, that would otherwise be defined as tier II family or group day care homes under program regulations;
- the geographic location of the family or group day care homes;
- a description of services provided to eligible children; and
- other factors determined by the Secretary.

The Child and Adult Care Food Program (CACFP)

The Child and Adult Care Food Program (CACFP) is a Federal program that subsidizes meals and snacks in participating child care and adult day care facilities. It is administered by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). The program is administered within most States, including Nebraska, by the State educational agency.

The program operates in nonresidential day care facilities including child care centers, after-school-hours child care centers, emergency shelters, family and group day care homes, and some adult day care centers. Eligibility for the child care portion of the CACFP is generally limited to children age 12 and under. In fiscal year 1999, the child care component of the program served an average of 2.5 million children daily at a cost of \$1.6 billion. Thirty-six percent of these children were served through child care homes and 64 percent through centers.

When the CACFP was first established by Congress in 1968 under Section 17 of the National School Lunch Act (42 U.S.C. 1766), participation was limited to center-based child care in areas where poor economic conditions existed. Beginning in 1976, family child care homes also are eligible to participate provided that they meet State licensing requirements, where these exist, or otherwise obtain approval from an appropriate State or local agency. In addition, homes must be sponsored by a public or private nonprofit organization that assumes administrative and financial responsibility for sponsored facilities, ensuring compliance with Federal and State regulations, and acts as a conduit for meal reimbursements.

Initially, reimbursement rates for meals and snacks served in homes, like those served in centers, were based on a means test of the family incomes of individual children. The three categories of reimbursement for participating homes corresponded to varying levels of family income. Family child care providers complained that the means test was overly burdensome and too invasive for their relationship with the few families for whom they each provided child care. In addition, sponsors argued that meal reimbursements were insufficient to cover their administrative costs and still allow adequate reimbursement to the homes. As a consequence, very few homes participated in the program— fewer than 12,000 in December 1978.

The 1978 Child Nutrition Amendments (P.L. 95-627) incorporated wide-ranging changes to the program with the purpose of expanding participation, particularly among family child care homes. Most significantly, the 1978 Amendments eliminated the means test for family child care homes. The three-level reimbursement structure was replaced with a single reimbursement rate for all participants, at a level slightly below the free-meal reimbursement rate in child care centers. In addition, the Amendments separated the reimbursement of sponsors' administrative costs from the meal reimbursement for family child care homes.

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) changed the meal reimbursement structure again for family child care homes. The law established two tiers of reimbursement rates, with higher rates applying to: (a) homes in low-income areas; (b) homes operated by low-income persons; and (c) low-income children attending homes otherwise eligible for the lower reimbursement rates. The intent of this change to the CACFP was to target program benefits more closely to low-income children.

Family day care providers now receive a fixed reimbursement per meal served, with different reimbursement rates for different types of meals such as breakfasts and lunches. As of July 1, 2005, tier I and tier II rates (in U.S. dollars) in most States are:¹

Meal Type	Tier I	Tier II
Breakfast	1.06	0.39
Lunch or Supper	1.96	1.18
Snack	0.58	0.16

Sponsoring organizations also receive payments for the cost of administering day care homes. In most States, the monthly administrative payment rate (in U.S. dollars) for each day care home, as of July 1, 2005, is:

¹ Reimbursement rates are higher in Alaska and Hawaii.

Number of Homes	Rate
1 - 50	91
51 - 200	69
201 - 1,000	54
Each One Over 1,000	48

Sponsoring organizations of day care homes must determine which day care homes are eligible for tier I rates and, if requested, which children are eligible to receive meals reimbursed at tier I rates in tier II day care homes.

NeRAED Pilot Environment²

The Nebraska Department of Education (NDOE) is responsible for administering the CACFP in Nebraska. There are seven CACFP sponsors in the State, but one is located on an airbase and serves no rural areas. Thus, six sponsors are participating in the pilot. Two of the sponsors are located in Lincoln, two in Omaha, one is an Indian Tribal Organization (ITO) located in Tecumseh, and one is in Scotts Bluff at the western edge of the state. Multiple sponsors can serve the same geographic area. The largest sponsor serves approximately 1,100 family day care homes.

In Nebraska, day care homes are classified as “Home I,” “Home II,” or “license-exempt” providers depending on their size and State licensing requirements. (The designation of a “group” care provider in Nebraska is restricted to residential facilities that are not part of the pilot.) Home I providers can serve up to eight children with one adult present, whereas Home II providers can serve up to 12 children with two adults present. Day care homes serving three or fewer children are exempt from State licensing requirements.³

There are 93 counties in Nebraska, of which about 84 contain rural areas as defined for the pilot. According to State officials, 85 elementary schools were originally identified as being located in areas that switched from the 50% to the 40% threshold for tier I reimbursement. Subsequently, a small number of counties were found to be misidentified as rural, so the number of schools now affected by the change in threshold is fewer than 85. Starting in January 2006, provider claims for CACFP reimbursement will be based on the correct tiering status.

At least one other event external to the pilot may affect the number of family day care homes participating in CACFP as tier I providers during the pilot. In late December or early January 2006, the NDOE received a list of 2,100 daycare

² Information in this section is provided for the convenience of potential bidders and is subject to change.

³ In Nebraska, a child care license is required when care is provided to four or more children under age 13 at any one time, from families other than that of the provider, for compensation, either direct or indirect. Information accessed on February 13, 2006 from http://www.sos.state.ne.us/business/regsearch/Rules/Health_and_Human_Services_System/Title-391/Chapter-2.pdf.

providers in the state who are exempt from State licensing requirements. The NDOE passed this information on to the seven CACFP sponsors, who presumably used the list to recruit new providers. To the extent that these license-exempt providers are located in urban areas, there will be little impact on the pilot. However, there may be an upturn in provider participation in rural areas that coincides with, but is unrelated to, the pilot.

Further information about the CACFP program in Nebraska may be found at <http://www.nde.state.ne.us/ns/cacfp/index.htm>.

STUDY OBJECTIVES AND RESEARCH QUESTIONS

The objectives and corresponding research questions of the Nebraska Rural Area Eligibility Determination for Day Care Homes (NeRAED) pilot are:

Objectives

1. Describe the process by which the State of Nebraska and sponsoring organizations implemented the Rural Area Eligibility Determination for Day Care Homes Pilot, including: (a) identification of schools and geographic areas eligible under the 40% threshold but not the 50% threshold; (b) communication of new threshold limits to sponsors and family day care homes in rural areas; (c) assignment of tier I status to family day care homes; and (d) monitoring of program operations and reimbursements.
 - a. How did the State of Nebraska implement the rural eligibility pilot? What significant events occurred, and what was their timeline? What information was conveyed to sponsors and/or family day care homes? How was this information conveyed? What outreach activities, if any, occurred at the state and sponsor level?
 - b. How did the State of Nebraska monitor the implementation of the rural eligibility pilot?
 - c. What barriers or obstacles, if any, were encountered during implementation of the rural eligibility pilot?
 - d. What factors other than the rural eligibility pilot may have affected the number of day care providers in the state, especially in rural areas?
 - e. If there is a large increase in the number of providers statewide during the pilot, how do sponsors respond? Do they add staff, cut services, or make other adjustments to handle their increased workload?
2. Determine the numbers, types (e.g., tiering status), and sizes of family day care homes offering meals through CACFP in rural areas of Nebraska, and compare to at least two years of monthly historical data. Compare

family day care homes selected under the 40% eligibility criterion with corresponding entities under the 50% criterion.

- a. Are the numbers, types, and sizes of family day care homes eligible under the 40% eligibility criterion different from those under the 50% threshold? How are they different?
 - b. What is the ratio of day care providers to population in the rural and urban counties in Nebraska? How has this ratio changed over time?
3. Determine the numbers and characteristics of children served, by age, gender and other factors. Compare the types of children served under the 40% and 50% thresholds, and assess the types of new children attracted to CACFP under the 40% criterion.
- a. Are the numbers and characteristics of children participating in the 40% sites different from those participating in the 50% sites? How are they different?
4. Describe the geographic locations of participating family day care homes, including county, zip code location, relative distance of site from nearest urban center, or other major activity centers such as schools, sports and recreation centers, shopping centers, etc. Compare geographic locations and concentrations of tier I family and group day care homes under the 40% and 50% thresholds.
- a. Are the geographic locations of the 40% threshold sites different from the 50% eligibility sites? How are they different?
 - b. To what extent are children moved from one provider to another while receiving day care services? To what extent do travel distance or operating hours affect parents' decisions about which provider to choose?
5. Describe the types of services provided for children at tier I family day care homes. Compare services provided at family day care centers under the 40% and 50% thresholds.
- a. Are the ancillary services provided at the 40% threshold sites different from the 50% sites? How are they different?
 - b. What ancillary services are parents most interested in when selecting a day care provider for their children? What hours of service are they looking for?
 - c. What differences exist in the numbers, types, or perceived quality of meals and snacks provided in the 40% and 50% threshold sites?

- 6) Estimate the impact of the pilot on the number, types and sizes of family day care homes participating in the CACFP in designated rural areas of the State of Nebraska.
 - a. What are the historical monthly trends in the rates of entry and exit from the CACFP program, both overall and in urban and rural areas? What have been average monthly participation counts for sponsors, providers and children?
 - b. To what extent do providers in rural areas of Nebraska have waiting lists of infants and children seeking day care? How has this changed over time, especially in rural areas affected by the pilot? What barriers do parents perceive in finding and using available daycare, and do these barriers differ between the 40% and 50% areas?
 - c. To what extent does the 40% expanded eligibility increase participation of new homes in CACFP in rural areas of Nebraska?
 - d. What happens to the number of tier I providers in affected rural areas following the end of the pilot on September 30, 2007? For those providers who submit no tier I claims after September 2007:
 - 1) How many submit claims as tier II providers?
 - 2) How many submit no further claims for reimbursement, broken out by type of provider? Where were they located, and how many children did they serve?

GENERAL TECHNICAL APPROACH

Purpose of the Evaluation

The purpose of this evaluation is to provide Congress and FNS with information and feedback on the impact of the 40% eligibility criterion as compared to the eligibility criterion of 50%. The Contractor shall be responsible for performing the following:

- Consulting with the appropriate FNS staff to understand the data needs and when planning the evaluation;
- Consulting with appropriate Department of Education staff in Nebraska to understand data availability, context for the pilot, and steps taken to implement and monitor the pilot;
- Designing the evaluation to address the research questions and other issues FNS deems necessary for effective implementation of CACFP;
- Identifying and selecting sponsors and providers to be included in the evaluation;
- Developing and clearing through OMB a clearance package on the estimate of burden for data collection instruments (according to the Paperwork Reduction Act of 1995) to be used for collecting information

- from State officials, program sponsors, day care providers, and/or parents of children in day care;
- Collecting all necessary data from State and Federal agencies, CACFP sponsors in Nebraska, day care providers, and other sources;
 - Analyzing all data necessary for the evaluation;
 - Collecting and analyzing additional data if required;
 - Writing and submitting monthly reports;
 - Making periodic presentations as Congress or FNS may request;
 - Writing, revising, finalizing, and submitting periodic and final reports;
 - Producing a glossy 4-page document summarizing study results; and
 - Producing an article of a quality publishable in a refereed journal.

It is anticipated that three waves of data will need to be collected.

1. The first wave should collect process, administrative, historical, and available impact data from the first year of pilot operations for use in the evaluation's Interim Report.
2. The second wave should collect process and focus group data, administrative data, and impact data from the second year of pilot operations.
3. The third wave should occur late in 2007 and collect information on day care homes in rural areas that may have left the CACFP program after the conclusion of the NeRAED pilot.

Any data collection requiring OMB clearance will occur during the second or third waves of data collection.

Food and Nutrition Service (FNS)

The Child Nutrition Division of FNS shall provide background material and information to the contractor on the Child and Adult Care Food Program (CACFP) in general, and Nebraska in particular, the background of the program, its operation, enabling legislations, and other relevant data available to the Federal Government. The contractor shall make a clear, specific request for each and any type of data needed.

State of Nebraska

To the extent possible, the State of Nebraska will provide to the contractor, upon the contractor's request, data and information available to the State on the background, operation, and enabling legislations on CACFP in general, and as well as other information specific to the Pilot. The contractor shall ask for, and receive, data on sponsors and providers under the 50% eligibility criterion as well as under the 40% eligibility criterion.

The types of data available in the Nebraska CACFP database include:

1. Sponsor information, including:
 - a. Name and address, geographic service area
 - b. Staffing and budget
2. Aggregate monthly claim information, by sponsor, including:
 - a. Month claimed, revision number, date received and date processed
 - b. Status and action on claim
 - c. Amount of reimbursement and administrative expenses
 - d. Number of homes participating, by tiering status
 - e. Number of children enrolled, by tiering status
 - f. Average daily attendance
 - g. Number of meals served, broken out by type and tiering status
3. Provider information, including:
 - a. Name, address and date of birth
 - b. Tiering level and how tiering level determined
 - c. Status (active, inactive, terminated)

Phone numbers for a sample of day care providers will be available through a special request to the Nebraska Department of Education.

Sponsors and Participants

Additional data, which are not normally collected by, or available with, the State or the Federal Government, will have to be collected directly by the contractor from sponsors and participating day care providers, either through direct observation or interview or both. Such data might include: (i) the types and characteristics of children served by participating providers in different areas; (ii) the types of services provided by day care providers in different areas; (iii) the relative importance of the eligibility criterion in determining providers' participation; and (iv) other necessary information.

It is not anticipated that the contractor will need to collect data from participating children to address the research questions for this evaluation. There is also no expectation that the contractor will conduct a survey of parents or caregivers. Focus groups with parents and caregivers, however, might provide useful information regarding how parents select day care facilities, what services they are looking for, and the barriers they encounter in finding appropriate day care for their children.

TASKS AND DELIVERABLES

The following tasks and deliverables are intended to provide a clear approach to effectively and efficiently produce a comprehensive study to address the stated research questions.

All written deliverables are to be submitted in hard copy and electronic form. Unless otherwise specified, two (2) copies of technical memoranda and of draft and revised documents, and five (5) copies of final documents, shall be submitted. In all cases, one of the hard copies shall be an unbound camera-ready copy to be used for printing of additional copies. Electronic copies of each document shall be submitted to FNS in a microcomputer word processing format agreeable to FNS (currently Microsoft Office Word 2003). Electronic copies of final documents shall be submitted on a CD in two forms: a microcomputer word processing format agreeable to FNS and a portable document format (pdf) file.

Task 1: Orientation Meeting

Within one week after contract award, the contractor shall meet with FNS staff for a meeting to be held at FNS Headquarters in Alexandria, Virginia. The meeting shall include on-site participation and attendance of at least two key contractor staff, including the cognizant contract representative for the prime contractor (i.e. the person(s) identified via the contractor's proposal as having the authority to negotiate on the contractor's behalf and who also shall have the written legal authority to obligate the contractor). Other contractor staff may attend as well, either in person or by teleconference.

The contractor, in cooperation with FNS staff, shall prepare an agenda at least two days prior to the meeting to include, but not be limited to, the following items:

- A description of the contractor's proposed study and analysis plan and tasks to be performed in sufficient detail for those FNS staff who have not read the proposal to understand the proposed study.
- Clarification of objectives, study tasks and schedules for submission and review of deliverables;
- Establishing official protocols for all project communication, substantive and financial reporting requirements and procedures for the approval of study deliverables;
- Potential obstacles to successful and timely completion of the evaluation; and
- Procedures for contacting CACFP officials in the State of Nebraska to schedule Task 2 site visit.

The contractor shall submit to FNS within one week after the meeting a memorandum summarizing the orientation meeting. This summary memorandum shall include all issues discussed at the meeting, the conclusions reached, and any issues remaining to be resolved.

Task 2: Meet with Nebraska CACFP staff and sponsors to review administrative data

The contractor shall meet with Nebraska CACFP staff in Lincoln, Nebraska to brief the State on plans for the evaluation and to review data requirements,

available sources of data, and protocols for obtaining the data. If possible without introducing unnecessary delay, this meeting should be scheduled to coincide with the quarterly meeting held between the State and CACFP sponsors, in which case the contractor shall brief the sponsors as well.

FNS headquarters and regional office staff shall have the opportunity to participate in the meeting(s) with Nebraska CACFP staff, either in person or via a conference call.

Within one week of the conclusion of the site visit, the contractor shall provide FNS with a summary of the meeting(s) including key information about data needs and availability, data collection protocols, questions raised, and solutions or responses to unanswered questions.

Task 3: Revised Evaluation Plan

The Evaluation Plan for this study includes the evaluation's study design, data collection plan and analysis plan. Based on information gathered during and after tasks 1 and 2, the contractor shall revise as necessary the study's Evaluation Plan. This task to revise the Evaluation Plan is not viewed as a major revision of the proposed plan and shall not change the Scope of Work nor have an impact on overall anticipated costs. No revisions or changes to the contract shall occur without the approval of the Contracting Officer.

The revised document shall serve as the framework upon which all subsequent contract activity shall be based.

The Revised Evaluation Plan shall include:

- Issues to be evaluated;
- Study design features;
- Study objectives and research questions;
- Description of all data to be collected;
- Subjects to be interviewed;
- Summary of instruments to be used to collect data;
- Analyses to be performed;
- Comparisons to be made among and between rural areas with a 50% threshold during the pilot), converted rural areas (new 40% threshold), and urban areas;
- Schedule of major tasks, events, and deliverables; and
- Contingency plans.

FNS shall provide feedback on the contractor's Revised Evaluation Plan within two weeks of its submission. The contractor shall provide a final Revised Evaluation Plan within two weeks of receiving FNS' written comments.

Task 4: Prepare Data Collection Instruments and Detailed Data Collection Plan

The contractor shall prepare and submit draft, revised and final versions of all planned data collection instruments in accordance with the final Revised Evaluation Plan included in task 3. The contractor shall also prepare and submit draft, revised and final versions of a Detailed Data Collection Plan describing:

- What data will be collected to support the evaluation;
- How the data will be collected and by whom;
- The expected response burden of each data collection instrument;
- Where the data will be collected; and
- When the data will be collected.

The above description shall be organized by type of data collection (e.g., interviews with State officials, data extraction from State files, interviews/site visits to CACFP sponsors, interviews/site visits/focus groups with CACFP day care providers or parents).

FNS shall provide feedback on the draft instruments and Detailed Data Collection Plan within three weeks of their submission. The Contractor shall incorporate FNS' comments and provide the revised data collection instruments and plan within three weeks of receiving FNS' written comments. If necessary, FNS shall provide comments on the revised documents within two weeks of their submission, and the Contractor shall submit the final versions of the planned data collection instruments and Detailed Data Collection Plan within two weeks of receiving FNS' comments.

Task 5: Prepare OMB Clearance Package

The Contractor shall submit a draft, revised and final version of a package requesting OMB approval for all data collection activities and forms. The package shall contain copies of all instruments and a supporting statement as set forth in the revised Standard Form No. 83a, "Instructions for Requesting OMB Approval under the Federal Reports Act, as Amended."

The OMB package shall provide an explicit, concise description of the direct links between the study objectives, research questions, variables, instrument items, data analysis plans and desired products. It shall include a summary of public comments received in response to the 60-Day Federal Register Notice concerning the information collection and any actions taken in response to these comments.

The revised OMB package shall be submitted to FNS within two weeks of receipt of FNS' comments on the draft package. The contractor shall allow 90 calendar days for OMB approval. If necessary, study instruments and the clearance package shall be modified to reflect comments from OMB.

Task 6: Train Data Collectors and Collect Wave 1 Data

The contractor shall select and train qualified field staff to collect the required on-site data. The staff shall demonstrate ability and experience to collect the required data. The contractor shall use the materials developed in Task 5 to train on-site field staff, if any. The contractor shall submit a memorandum summarizing the Wave 1 data collection process within two weeks of the conclusion of data collection.

Task 7: Interim Report

The Contractor shall submit a draft, revised, and final version of the interim report for the first year of the pilot (5 hard copies each submission plus the electronic copy). The Interim Report shall include results from both the process and outcome studies.

At a minimum, the report shall include chapters organized in the following sections:

- Executive Summary – The Contractor shall provide a succinct summary of the report explaining its purpose, findings, and implications.
- Purpose of the Study – The Contractor shall provide a clear statement of the purpose of the study, and discuss the objectives, findings, limitations, and significance.
- Evaluation Design and Research Questions – The Contractor shall present the evaluation design, research questions, methodological strategies, and analytic techniques of the study.
- Data Sources – The Contractor shall identify the sources of data to be used in the study, noting any accompanying limitations or problems.
- Analysis of Data – The Contractor shall present the analysis and discussion of the data in a clear, simple format that is easily understood by both technical and non-technical readers.
- Results – The Contractor shall present a clear discussion of the results of the evaluation.

The draft Interim Report shall be submitted to FNS by December 13, 2007. FNS will provide comments on the draft report within three weeks, and the contractor shall submit the revised Interim Report within two weeks of receipt of FNS' comments.

Task 8: Train Data Collectors and Collect Wave 2 Data

Following receipt of OMB approval, the Contractor shall arrange with the appropriate personnel in Nebraska to collect Wave 2 data in accordance with the plan as set forth in the approved Detailed Data Collection Plan.

The Contractor shall select and train qualified staff to collect the required data. The staff shall demonstrate ability and experience to collect the required data. The Contractor shall use the materials developed in Task 5 to train on-site field staff. The Contractor shall submit a memorandum summarizing the training session(s).

The Contractor shall keep FNS advised of the progress of data collection by providing weekly updates, electronically. The updates should indicate what data have been collected during the period covered, any problems encountered during data collection, and efforts taken or planned to overcome these problems.

Task 9: Create analytic files and conduct analysis

The Contractor shall design the analysis, create analytic files and conduct the appropriate analyses. The Contractor shall provide a Memorandum of Intent outlining plans for data analysis to be approved by FNS if analysis plans have changed significantly from plans outlined in Task 3. Analytic files should be prepared in a way that facilitates answering the research questions.

A copy of the analytic files and documentation of computer runs creating the files shall be submitted to FNS on CD-ROM along with the appropriate analytic codes readable in SPSS or SAS. These files and documentation shall be submitted at the same time as the draft Final Report specified in Task 10.

Task 10: Prepare Final Report

The Contractor shall prepare a draft final report that details the findings of the evaluation of the NeRAED pilot. At a minimum, this report shall contain the following:

- An executive summary describing the pilot and the main evaluation findings;
- An introduction and background to the evaluation that provides a clear statement of the purpose of the study and its objectives.
- A discussion of the study's research method.
- A presentation of the evaluation's findings, using data tables, color graphics and maps as appropriate; and
- Technical appendices necessary to fully document all analytic procedures used.

If data from the third wave of data collection are not available for the draft report, analysis of these data shall be included in later revisions of the Final Report.

Five (5) hard copies and an electronic copy of the draft report, including all tables, graphics, and appendices, shall be submitted to FNS no later than November 1, 2007.

Within three weeks of submission of the draft final report, the Contractor shall conduct a half-day briefing at FNS headquarters in Alexandria, Virginia presenting an overview of the study, the study design and final results. This presentation shall include visual display materials prepared in PowerPoint and appropriate handouts. Copies of the PowerPoint presentation and handouts shall be submitted to FNS for review one week prior to the presentation.

FNS shall provide written comments on the draft final report within two weeks of the above briefing or five weeks of submission of the draft report, whichever is later. The Contractor shall incorporate these comments and submit five (5) hard copies and an electronic copy of the revised final report no later than January 7, 2008. FNS will provide written comments on the revised final report within two weeks of its submission, and the Contractor shall submit the final report to FNS within one week of receiving comments.

Task 11: Prepare and Submit Data Files and Documentation

The Contractor shall prepare and submit two sets of CDs containing the raw data and any analytic files used to produce findings in the final report. A separate set of "Public Use" CDs that eliminates confidential information and is ready for copying and dissemination to the public shall be prepared.

Complete documentation shall accompany the data files that shall include:

- file structure (data set name, record format, record length, block size, and number of records);
- code book (record layout including variable names, variable format, variable labels, value labels, and missing values); and,
- formulation of any calculated variables.

Task 12: Brochure and Journal Article

The Contractor shall produce and submit to FNS a draft, revised and final version of a four-page, glossy, 8 1/2"x11" document with graphic illustrations summarizing the results of the evaluation. FNS shall have two weeks to review and provide written comments on the draft and revised documents, and the Contractor shall have two weeks to respond to each set of comments.

The Contractor shall also prepare an article of journal publication standard publishing the results of the evaluation. The Contractor shall submit the draft document to FNS for review and comment and shall incorporate FNS' comments into the document submitted for publication. Thereafter, complimentary copies of all article revisions shall be furnished to FNS as completed.

Task 13: Monthly Progress Reports

The Contractor shall provide monthly progress reports starting from the first month of contract signing. Progress reports shall include a concise description of the current project status, significant accomplishments or occurrences during the month, and problems encountered or anticipated. The above narrative shall be organized by task.

Progress reports shall include information on monthly and cumulative direct labor hours, in total and by task.

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

To monitor conformance with the performance-based Statement of Work and the Contractor's technical proposal incorporated by reference, the Government has established the following Quality Assurance Plan to establish thresholds for acceptable contract performance for this effort.

The FNS-designated COR will notify in writing the Contractor and the Contracting Officer if performance on any of the criteria listed below is less than acceptable. The Contractor shall submit a Corrective Action Plan within 10 working days of receipt of such notification. If the Corrective Action Plan is not acceptable to FNS, the Contractor shall revise the Plan to an acceptable level after discussions with FNS' COR and Contracting Officer.

FNS established three criteria, yielding five indices, against which the Contractor's performance will be measured on this contract performance.

1. Adherence to Study Schedule: The Contractor shall adhere to the proposed and accepted schedule of deliverables for the contract. Any deviations from this schedule must be approved by the Contracting Officer's Representative. Schedule modifications may be granted in circumstances which are beyond the Contractor's control (e.g. delay on the part of FNS in providing needed data). All other delays in subtask completion or product delivery will be considered as untimely performance.
 - Index 1: with the exception of monthly progress reports, for each of the deliverables of the 12 tasks of the study, the FNS COR shall record 10 points if it was received by the agreed-upon scheduled due date, 3 points if it was received within 5 working days after the due date, or 0 points if received later than 5 working days after the scheduled due date.
2. Quality of Products Delivered: The Contractor shall deliver products of high quality throughout the duration of the contract performance.
 - Index 2: for each of the deliverables, the FNS COR shall rate it as acceptable or unacceptable by making a determination as to whether the material is complete and all issues specified in the tasks and the SOW have been addressed and the presentation is clear. Performance must be rated acceptable on all deliverables.
 - Index 3: for each of the deliverables the FNS COR shall record a score of 1 if the deliverable had significant omissions or inaccuracies that required substantial work by the COR in order for the Contractor to deliver an acceptable final product, a score of 3 if

the deliverable had minor omissions or inaccuracies that could be fixed by the Contractor without substantial work by the COR, or a score of 2 if quality was in between.

3. Communication: The Contractor shall keep the Contracting Officer and the FNS COR informed.
 - Index 4: at the end of each month of contract performance, the FNS COR shall rate whether the Contractor's responses to requests for information, scheduling of meetings, thoroughness of monthly progress reports and invoices were realistically prompt and complete.

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/>

52.246-4 INSPECTION OF SERVICES – **AUG 1996**
FIXED PRICE

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 the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:

USDA, Food and Nutrition Service
Office of Analysis, Nutrition and Evaluation
3101 Park Center Drive, Room 503
Alexandria, VA 22302

SECTION F - DELIVERIES OR PERFORMANCE

F-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/>

FAR CLAUSE NUMBER	TITLE DATE	DATE
52.242-15	STOP WORK ORDER (ALTERNATE I)	AUG 1989 APR 1984
52.247-35	F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES	APR 1984

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 Office and two copies to the Project Office at the addresses shown below.

Contracting Office:

USDA, Food and Nutrition Service
Contract Management Branch, Room 228
Attention: Sabrina Mathis, Contract Specialist
3101 Park Center Drive
Alexandria, VA 22302

Project Office:

USDA, Food and Nutrition Service
Office of Analysis, Nutrition and Evaluation, Room **1014**
(*), Contracting Officer's Representative
3101 Park Center Drive
Alexandria, VA 22302

All Other Deliverables:

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

USDA, Food and Nutrition Service
Office of Analysis, Nutrition and Evaluation
Attention: (*), Contracting Officer's Representative
3101 Park Center Drive, Room **1014**
Alexandria, VA 22302

F-3 PERIOD OF PERFORMANCE (AGAR 452.211-74) (FEB 1988)
The period of performance of this contract is from [*] through [*].
Also reference Section I-4 Option to Extend the Term of the
Contract

(*To be completed at time of award)

F-4 IDENTIFICATION OF CONTRACT DELIVERABLES

Unless otherwise specified by the Contracting Officer in writing, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the contractor;
- (b) Contract Number;
- (c) Contracting Officer's Representative Name; and
- (d) Date of document.

F-5 TIME OF DELIVERY

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

Task	Deliverable	Due Date
1	Orientation Meeting Agenda	*
1	Orientation Meeting Summary	*
2	Summary Memorandum of Nebraska meeting	*
3	Draft Revised Evaluation Plan	*
3	Final Revised Evaluation Plan	*
4	Draft instruments and Detailed Data Collection Plan	*
4	Revised instruments and Detailed Data Collection Plan	*
4	Final instruments and Detailed Data Collection Plan	*
5	Draft OMB Clearance Package	*
5	Revised OMB Clearance Package	*
5	Final OMB Clearance Package	*
6	Data Collection Memorandum (Wave 1)	*
7	Draft Interim Report	03/07/2007
7	Revised Interim Report	*
7	Final Interim Report	*
8	Training Memorandum (Wave 2)	*
8	Weekly updates on data collection progress and problems	*
9	Memorandum of Intent	*
9	Documentation of analysis files	11/01/2007
10	Draft final report	11/01/2007
10	Copies of briefing materials	*
10	Revised final report	01/07/2008
10	Final report	01/28/2008
11	Draft data files and documentation	*
11	Final data files and documentation	*
12	Draft glossy summary document	*
12	Revised glossy summary document	*
12	Final glossy summary document	*
12	Draft journal article	*
12	Revised journal article	*
13	Progress Reports	Monthly

[(*) To be completed at time of proposal submission]

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 INVOICE REQUIREMENT

Payment of the total fixed price amount shall be made in accordance with the schedule below. Invoices may be submitted upon successful completion of each of the subtask identified. Alternate payment schedules may be submitted but are subject to negotiation and acceptance.

Task	Deliverable	Due Date	Payment Amount
1	Orientation Meeting Agenda	*	*
1	Orientation Meeting Summary	*	*
2	Summary Memorandum of Nebraska meeting	*	*
3	Draft Revised Evaluation Plan	*	*
3	Final Revised Evaluation Plan	*	*
4	Draft instruments and Detailed Data Collection Plan	*	*
4	Revised instruments and Detailed Data Collection Plan	*	*
4	Final instruments and Detailed Data Collection Plan	*	*
5	Draft OMB Clearance Package	*	*
5	Revised OMB Clearance Package	*	*
5	Final OMB Clearance Package	*	*
6	Data Collection Memorandum (Wave 1)	*	*
7	Draft Interim Report	03/07/2007	*
7	Revised Interim Report	*	*
7	Final Interim Report	*	*
8	Training Memorandum (Wave 2)	*	*
8	Weekly updates on data collection progress and problems	*	*
9	Memorandum of Intent	*	*
9	Documentation of analysis files	11/01/2007	*
10	Draft final report	11/01/2007	*
10	Copies of briefing materials	*	*
10	Revised final report	01/07/2008	*
10	Final report	01/28/2008	*
11	Draft data files and documentation	*	*
11	Final data files and documentation	*	*
12	Draft glossy summary document	*	*
12	Revised glossy summary document	*	*
12	Final glossy summary document	*	*
12	Draft journal article	*	*
12	Revised journal article	*	*
13	Progress Reports	Monthly	*

[(*) To be completed at time of proposal submission]

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

U.S. Department of Agriculture
Food and Nutrition Service
Accounting Division
3101 Park Center Drive, Room 724
Alexandria, VA 22302

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 support 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 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT in Section I)

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: Sabrina Mathis
TELEPHONE: (703) 305-2268 FAX: (703) 305-2071
TITLE: Contract Specialist

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

NAME: [*]
TELEPHONE: [*] FAX: [*]
TITLE: Contracting Officer's Representative

(e) The Government Contracting Officer's Technical Representative is:

NAME: [*]
TELEPHONE: [*] FAX: [*]
TITLE: Contracting Officer's Technical Representative

(f) 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) AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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's Technical Representative" - The Contracting Officer's Technical Representative (COTR) is designated by the Contracting Officer, in writing, and is task specific. The COTR will assist the COR with the technical requirements and other administrative responsibilities of a specific task.

"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/COTR:

The authority of the COR/COTR 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/COTR 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. Identify Contracting Officer Technical Representatives (COTR's) for each task, when appropriate. All COTR responsibilities must be coordinated with the COR. The COTR will provide technical guidance and monitor contract performance. Payment requests may be reviewed and initialed by the COTR, however, payment authorizations can only be made by the COR.
9. To the extent possible, provide well defined, clear and concise task descriptions for new tasks. When tasks are broad in scope and assignments or technical guidance is communicated to the contractor verbally, the COTR or COR must memorialize the communication in writing.
10. Only the Contracting Officer, Contract Specialist or COR/COTR 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/COTR. The COR/COTR must be present at all procurement related contacts and meetings with the contractor. Depending on the nature of the meeting, the COR/COTR 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/COTR'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.
11. Review monthly progress reports to ensure compliance with contract performance requirements.

G-6 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.

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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 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-4 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: [*]
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence.
- (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.

[* To be completed at time of award]

H-5 OMBUDSMEN

The Food and Nutrition Service (FNS) has designated an ombudsmen 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. Gary Maupin, Deputy Administrator, Financial Management and Ms. Linda App, Associate Deputy Administrator, Financial Management, as the Procurement Ombudsmen \(PO\). Mr. Maupin and Ms App will serve as an additional source available to contractors, subcontractors, and FNS staff that](#)

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. Maupin and Ms App](#) have independent authority to address any issue of impropriety with absolute confidentiality and report directly to the Agency Administrator as necessary. They will have complete access to everyone involved in the process, at all levels in the FNS organization. Additionally, [Mr. Maupin and Ms. App](#) have full authority to complete a thorough review of each concern raised. [Mr. Maupin and Ms. App](#) may be contacted at the following addresses/phone numbers/e-mail addresses:

[Mr. Gary Maupin](#)
USDA/FNS/FM
3101 Park Center Drive, Rm. 712
Alexandria, VA 22302
(703) 305-2046
Gary.Maupin@FNS.USDA.GOV

[Ms. Linda App](#)
USDA/FNS/FM
3101 Park Center Drive, Rm. 712
Alexandria, VA 22302
(703) 305-2170
Linda.App@FNS.USDA.GOV

H-6 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.

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/>

CLAUSE NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
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	SEPT 2005
52.204-4	PRINTED OR COPIED 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	JAN 2005
52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1997

52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.217-7	OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM	MAR 1989
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
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	JUL 2005
52.222-49	SERVICE CONTRACT ACT-PLACE OF PERFORMANCE UNKNOWN	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
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

52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE 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
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD-ALTERNATE I (JUN 1985)	AUG 1996
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
52.243-1	CHANGES – FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997

52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA—MODIFICATIONS - . 52.215-21
(OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the

acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—
 - (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
 - (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall

submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I-3 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23 (JUN 1987)

Except for 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-4 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 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-5 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.

I-6 SERVICE CONTRACT ACT—PLACE OF PERFORAMNCE UNKNOWN-52-222-49 (May 1989)

- (a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: NONE [*insert places or areas*]. The Contracting Officer will

request wage determinations for additional places or areas of performance if asked to do so in writing by _____ [*insert time and date*]. INSERT 12 DAYS AFTER ISSUANCE DATE OF SOLICITATION

- (b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract..

I.7 SUBCONTRACTS (FAR 52.244-2)(AUG 1998)

- (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 un-priced 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 subcontracts:
- (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) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) 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 (FAR 52.244-6)(**FEB 2006**)

- (a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause 52.202-1, Definitions.

"Subcontract," as used in this clause, 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 non-developmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
 - (1) 52.222-26, (APR 2002) Equal Opportunity (E.O. 11246);
 - (2) 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));
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (**JUN 1998**) (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (**FEB 2006**) (46 U.S.C. APP 1241(b)) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J - LIST OF ATTACHMENTS

J-1 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS
(AGAR)452.211-73 (FEB 1988)

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

The Contracting Officer shall insert appropriately identified list of documents, exhibits and other attachments by title, date, and number of pages.

IDENTIFIER	DESCRIPTION	# OF PAGES
Attachment I	List of References	1
Attachment II	Wage Determination No: 1994-2323	13

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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/>

PROVISION NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2005
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 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 non-responsible.

- (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-4 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-5 SMALL BUSINESS PROGRAM REPRESENTATION
(FAR 52.219-1) (MAY 2004)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541990**.
 - (2) The small business size standard is **\$6.5 million**.
 - (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.

(b) 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). 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-6 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-7 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-8 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING
REQUIREMENTS (FAR 52.222-38) (DEC 2001) (DEVIATION) (USDA)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K-9 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-10 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-11 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-12 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-13 CERTIFICATION

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

Signature: _____

Title: _____

Date: _____

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 (FAR 52.215-1)(JAN 2004) ALTERNATE I (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) Proposals submitted 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 Governments interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (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 offerors initial proposal should contain the offerors best terms from a price and technical standpoint.
- (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 Governments 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 Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L-3 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 followed by the DUNS number 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 Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505.
 - (1) Company name
 - (2) Company address
 - (3) Company telephone number
 - (4) Line of business
 - (5) Chief executive officer/key manager
 - (6) Date the company was started
 - (7) Number of people employed by the company
 - (8) Company affiliation
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at

<http://customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

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 (FAR 52.215-20) (ALTERNATE IV) (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

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:
 - (1) 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.

- (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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 FAR 52.215-20, 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) 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.

(5) 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 SIZE STANDARD/SMALL BUSINESS NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

- (a) This solicitation is a Total Small Business Set Aside
- (b) For purpose of this contract, classification code **541990** 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”

L-9 TYPE OF CONTRACT (FAR 52.216-1)(APR 1984)

The Government contemplates award of a **FIXED PRICE** type Contract.

L-10 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 Leonard Green, Contracting Officer, USDA, Food and Nutrition Service, Contract Management Branch, 3101 Park Center Drive, Rm 228 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-11 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-12 SPECIAL INSTRUCTIONS, CONDITIONS, AND NOTICES

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

Special instructions to offerors establish a basis for proposals and cost estimates. All proposals shall adhere to these instructions so that proposals from all offerors can be compared to one another.

1. The tasks listed in the Statement of Work are illustrative. Offerors are encouraged to develop approaches that may result in more efficient and comprehensive study execution.
2. Offerors shall include in their proposal a clear study plan, which describes the evaluation design, data collection procedures, and analytic methods to be used to address study objectives. The plan shall include:
 - research questions and evaluation objectives;
 - a definition of the important variables to be examined and how they relate to the research questions;
 - recommended procedures for contacting and working with the State of Nebraska's Department of Education (Division of Nutrition Services) and the FNS Mountain Plains Regional office;
 - data collection plans broken out by type of data and source, including: recommended sample size(s) and how determined; sampling plans; use and derivation of sample weights; and schedule;
 - data collection methods, including: procedures for data collection; OMB package development; maintaining security of interviewers; methods of addressing refusals, non-response, consent bias, and other difficulties; and monitoring and quality control of data collection; and
 - data analysis plan.

The study's analysis plan shall include:

- outcome measures and measurement issues, if any;
 - proposed qualitative and quantitative analytic methods (including geo-coding and mapping techniques) with rationale;
 - link between analytic techniques, study objectives, and research questions;
 - data verification and transformation plans; and
 - illustrative table shells and graphs appropriate to the planned analyses.
3. There is at least one event external to the pilot which may impact this evaluation. In January 2006 the Nebraska Department of Health and Human Services provided a list of about 2,100 license-exempt providers to the Department of Education, and this list was forwarded to CACFP sponsors around the state. To the extent these license-exempt providers were located in rural areas within the state and sponsors were able to successfully recruit them into the CACFP, this will confound the study and make it difficult to discern whether participation increased due to the expanded eligibility or the newly available information on license-exempt providers. Offerors should explain what additional data and analyses they will perform to keep study results from being biased by such external events.⁴
 4. Offerors shall provide details in the study plan on staffing and management procedures including: the identification and qualifications of key personnel; qualification standards for any unspecified staff; and evidence of available corporate resources.
 5. Offerors shall document their knowledge and prior use of mapping software and geographic analysis techniques;
 6. For each task, the Study Plan should identify hours by individual staff. In addition, the expertise of key staff and their assignments within and outside this contract should be provided.
 7. Offerors shall include a schedule of deliverables for study activities including task initiation, completion and product delivery dates.

⁴ Such data and analysis might include: (i) identifying the license-exempt status of all providers in rural areas and conducting separate analyses of exempt and non-exempt day care providers; (ii) additional questions of sampled sponsors and providers to determine the extent to which the 40% criterion was responsible for inducing provider participation; and (iii) analyzing trends for the pre-Pilot years. Note that the provision of the license-exempt list is a necessary (because sponsors previously had no knowledge of these providers) but not sufficient condition for recruitment into the CACFP. The research question is whether license-exempt CACFP providers in the 40% areas would have participated even if area eligibility requirements had remained at 50%.

8. This evaluation will provide critical information for a report to Congress, to be submitted by FNS no later than March 31, 2008. Offerors should confirm that they will be able to provide high-quality deliverables for the interim and final reports by the specified due dates contained in the List of Deliverables. Offerors should identify possible sources of contract delay and provide a contingency plan for meeting all specified and agreed-upon due dates.
9. Offerors shall assume that first year data collection will focus on administrative data and interviews with staff of the State of Nebraska's Department of Education. Second year data collection may require on-site data collection.
10. Offerors shall meet with officials of Nebraska's Department of Education, Division of Nutrition Services, to develop appropriate survey instruments for data collection from sponsors and providers. Offerors shall describe how data will be identified and collected from State databases.
11. Offerors may assume that the Nebraska Department of Education will make available to the contractor a list of phone numbers for all sponsors and a requested sample of providers.
12. Offerors shall not engage State or local agencies in data collection.
13. For sample calculation purposes, offerors shall assume precision and confidence limits of $\pm .03$ at state level and $\pm .05$ at local or subgroup level at 95% level of confidence, recognizing that the finite population correction (FPC) factor may be important in these calculations.
14. Offerors should submit lists of past work done for USDA, FNS, or other government entities, noting the audience of the deliverables, e.g., State agencies, FNS, Congress, the public etc. Offerors shall discuss their past performance in terms of producing acceptable products within budget and established time constraints. If problems existed on a previous contract, offerors should provide evidence that current management principles used will improve on past performance.
15. Offerors shall identify the principal proposal writers by chapter and their role in the study.
16. Offerors are encouraged to collaborate with a local university or research entity in conducting the evaluation.
17. Offerors shall present a cost estimate for the contract, broken down by task and line item.
18. Offerors shall assume that all meetings between the Contractor and FNS staff, and all briefings, shall take place at FNS headquarters in Alexandria, Virginia.

19. Offerors should assume that no fees will need to be paid to the Nebraska Department of Education for reasonable requests for data extracts from the CACFP information system.
20. The Contractor will be required to meet with officials of Nebraska's Department of Education, Division of Nutrition Services, early in the contract to discuss the evaluation operations and data availability. Any meetings with the Nebraska Department of Education will be held in Lincoln, NE.

L-13 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-14 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-15 PAST PERFORMANCE AND SYSTEMIC IMPROVEMENT

An assessment will be made of the risk associated with the offeror's ability to perform on the proposed contract, i.e. to meet technical requirements, deliver quality products and meet cost and schedule demands. Past performance information shall be provided regarding the Contractor's performance under other contracts, including government contracts. For all contracts listed the offeror shall provide the general contract information listed below. Past performance information shall take into consideration the Contractor's record of conforming to specifications and to standards of good quality; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's record of forecasting

costs on previously performed projects; the Contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction. If problems existed in previous contracts, the offeror shall provide evidence that current management principles or other actions taken will demonstrate clear and evident systemic improvement on past performance.

Offerors shall identify contracts, including all FNS studies, that are of a similar nature to this procurement and discuss their performance in terms of producing acceptable products within budget and established time constraints.

Specifically, past performance should be based on the contractor's most recent 5 years of business experience. A list of all contracts exceeding \$100,000 for similar services for the most recent 5 years of business experience shall be provided and include:

- (1) Name/Nature of contract
- (2) Contracting organization's name and address
- (3) Brief description of contract
- (4) Contract number
- (5) Dollar value of contract
- (6) Contract period of performance
- (7) Current name, phone and fax numbers of Contracting Officer
- (8) Current name, phone and fax numbers of Project Officer and/or Technical Representative

Newly Formed Entities:

Newly established firms shall provide for consideration as much information as is available. Offerors that are newly formed entities without prior contracts may list the contracting or subcontracting experience of its key personnel. Offerors without prior contracts may also provide past performance references for companies or subsidiaries or divisions of companies that they have acquired in the past three years. Offerors providing such information must explain the extent to which the integrity of the acquired units has maintained since the acquisition (i.e. key personnel retained, key assets have not been sold or otherwise transferred, etc.).

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: Sabrina Mathis
3101 Park Center Drive
Alexandria, VA 22302-1500

b. Facsimile Number:

(703) 305-2071

c. e-mail address:

Sabrina.mathis@fns.usda.gov

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	JUL 1990

M-2 EVALUATION FOR AWARD

- A. The evaluation process designed for this procurement considers both technical merit and proposed price. Initially, the offeror's technical proposal will be evaluated by a technical evaluation panel (TEP) in accordance with evaluation criteria stated in M-2 (E-2) below. The Contracting Officer will then review offerors price proposals and, after considering both technical merit and proposed prices, establish the competitive range.
- B. Negotiations may be conducted with those offerors' judged to be within the competitive range after completion of the process described in M-2 (A) above. Negotiations will be conducted to the extent deemed necessary by the government.
- C. After negotiations are completed and Best and Final Offerors received, FNS will evaluate competitive range offerors' technical proposals, inclusive of the original technical proposal, responses to any oral and/or written technical discussion questions, and technical aspects of any best and final offer in accordance with the stated technical evaluation criteria included in M-2 (E) below. FNS will conduct a thorough review of the evaluation of technical merit of each proposal AND offerors' business/pricing proposals.
- D. Paramount consideration shall be given to the evaluation of technical proposals rather than cost or price. However, award will be made to the Offeror whose offer represents the combination of technical merit and cost most favorable to the Government. When all evaluation factors, other than cost or price, are combined, they shall be considered

significantly more important than cost or price. However, as proposals become essentially equal in their technical merit, cost or price alone may become the determining factor.

- E. The following criteria will be used with each consideration weighted as indicated:

TECHNICAL EVALUATION SCORING

<u>Criterion Score</u>	<u>Maximum</u>
<p>1. <u>Understanding of the Purpose and Objectives of the study</u></p> <p>The proposal demonstrates a thorough understanding of issues surrounding Child and Adult Care Food Program (CACFP) participation in rural areas and the purpose, objectives, research questions, and potential impacts of the Rural Area Eligibility Determination Pilot.</p>	10
<p>2. <u>Technical Approach</u></p> <p>The proposal demonstrates a clear knowledge of CACFP and the technical issues of the study, including conducting an evaluation of CACFP sponsors and providers, collecting CACFP data from the State Department of Education, and weighting data to produce statewide and local estimates. In addition, the proposal shall clearly demonstrate the offeror’s technical ability to conduct the study, including: formulating a clear and valid research design, drawing a representative sample, conducting surveys and focus groups, extracting data from administrative data bases; using quantitative and qualitative data analysis methods, and disseminating evaluation findings through written reports, informative and easily interpreted brochures, oral presentations, and published journal articles.</p>	35
<p>3. <u>Capability and Experience of Staff</u></p> <p>The proposal demonstrates relevant staff qualifications, experience, and commitment critical to the successful and timely completion of the study. Technical expertise of staff in disciplines critical to the study, including: project management; descriptive and inferential statistics; survey instrument development; OMB package development; data collection, surveys and focus groups; analysis (including geocoding and geographical</p>	30

analysis; and documentation and presentation of results. Finally, the proposal demonstrates adequate management review and oversight to ensure timely and high quality performance of all work. (25 points)

Staff knowledge of the family day care environment and federal nutrition programs, especially the CACFP, is highly desirable to the successful completion of the study. (5 points)

4. Past Performance 20

The offeror demonstrates ability to satisfactorily perform the work as requested and proposed. The offeror also demonstrates ability to schedule and complete tasks and deliverables suitable for release to the general public, the scientific community, government officials, and academic audiences. The risk associated with the offeror's ability to perform the proposed project (i.e., to meet technical requirements, deliver high quality products, and meet cost and schedule requirements) will be assessed. The degree of relationship between the study requirements and the offeror's past performance on similar projects will be carefully considered.

5. Collaboration with Nebraska Research Entity 5

The proposal shows collaboration with university or research staff within Nebraska to assist on the project.

TOTAL 100