



**Project Title:** Evaluation of California Avocado APH Pilot Crop Insurance Program

**Project Description:** This contract will procure services to provide USDA, RMA with the information necessary to determine: 1) if the program should be terminated; 2) if the program should be continued as a pilot with suggested recommendations on how to modify the program; or, 3) if it should be converted to a permanent program.

**Contract Type:** Firm-Fixed-Price (FFP) Order with cost reimbursable travel

**NAICS Code/Title:** 524298 entitled "All Other Insurance Related Activities"

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

**Solicitation Number:** D12PS00638

**Point of Contact:** Melissa Onyszko, Contracting Officer  
703-964-3638  
Denise Carrio, Contract Specialist  
703-964-3631

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 1 of 70
--	--	------------------------

This is combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being required and a written solicitation will not be issued. The format at 15.204-1 is also being utilized.

Solicitation number D12PS00638 is being issued as a request for proposal.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 60.

NAICS code Number 524298 entitled “All Other Insurance Related Activities” with a size standard of \$7.0 million, and Product Service Code R410 “Support-Professional: Program Evaluation/Review/Development.” **This is a notice that this order is a total small business set-aside. Only proposals submitted by small businesses will be accepted by the Government. Any proposal that is submitted by a contractor that is not a small business will not be considered for award.**

Deliverables include a Draft Program Evaluation Summary Report and a Final Report  
The objective of this contract is to evaluate the California Avocado APH Pilot Crop Insurance Program and provide RMA with the necessary information to determine: 1. If the program should be terminated; 2. If the program should be continued as a pilot with suggested recommendations on how to modify the program; or 3. If it should be converted to a permanent program.

Offerors will propose a deliverable schedule, to include time for Government Review of deliverable. Estimated period of performance is six months.

The provision at 52.212-1, “Instruction to Offerors- Commercial Items (Feb 2012) ,” and an addendum, apply to this acquisition.

The provision at 52.212-2 “Evaluation-Commercial Items (Jan 1999)” applies to this acquisition. Evaluation factors include in descending order of importance 1) Technical Approach, 2) Project Management Plan (WBS, delivery schedule & Quality Control Plan); 3) Past Performance; 4) Price. The Government considers evaluation factors other than cost or price, when combined, significantly more important than cost or price. Offerors shall include a completed copy of 52.212-3 “Offeror Representations and Certifications – Commercial Items (Apr 2012)” with their offer.

Clause 52.212-4 “Contract Terms and Conditions – Commercial Items (Feb 2012)” applies to this acquisition.

Clause 52.212-5 “Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Aug 2012)” applies to this acquisition. See clause for applicable clauses.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 2 of 70
--	--	------------------------

The due date for response to this RFQ at the addresses specified below is on or before **12:00 PM ET October 9, 2012**. Each volume shall be clearly marked by Volume Number and Title. It is the responsibility of the Offeror to get their submission in on time and ensure successful delivery to the Government. Submission shall be via e-mail to Contracting Officer Melissa Onyszko at [Melissa\\_onyszko@nbc.gov](mailto:Melissa_onyszko@nbc.gov) and Contract Specialist Denise Carrio at [Denise\\_Carrio@nbc.gov](mailto:Denise_Carrio@nbc.gov).

**RFQ QUESTIONS:**

Offerors must submit all technical questions concerning this solicitation in writing by e-mail to the Contracting Officer, [Melissa\\_Onyszko@nbc.gov](mailto:Melissa_Onyszko@nbc.gov) and Contract Specialist [Denise\\_Carrio@nbc.gov](mailto:Denise_Carrio@nbc.gov). All questions must be submitted via e-mail, and received no later than **12:00 PM Eastern Time (ET) on September 25, 2012**. Acquisition Services Directorate will answer questions, which may affect offers, in an amendment to the solicitation. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective Offerors. The Offeror or source of the question will not be referenced when issuing an amendment to the solicitation.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 3 of 70
--	--	------------------------

## **SECTION B – SUPPLIES/SERVICES AND PRICES**

The objective of this contract is to evaluate the California Avocado APH Pilot Crop Insurance Program and provide RMA with the necessary information to determine: 1. If the program should be terminated; 2. If the program should be continued as a pilot with suggested recommendations on how to modify the program; or 3. If it should be converted to a permanent program.

The Offeror shall determine and submit a Delivery Schedule that takes into consideration the 30 business days Government review period so that the schedule accommodates the review period while minimizing disruption to the remaining delivery due dates. Early submission of a deliverable and/or early Risk Management Agency (RMA) acceptance of a deliverable is permitted without affecting the due dates for the subsequent deliverables.

### **Suggested Delivery Schedule Format**

Deliverable No.	Type of Deliverable	Completion Period/Submission Due Date:
1.	Draft Program Evaluation Summary Report	(To be proposed by the Offeror – Award plus “X” days)
2.	Final Report	“X” days from acceptance of the draft report

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 4 of 70
--	--	------------------------

## SECTION C – STATEMENT OF WORK

### STATEMENT OF WORK

- **Section 1.0 General Information**

- **1.1 Requiring Agency:**

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

- **1.2 Contract Type:**

Firm Fixed Price for all work, except travel which will be reimbursed in accordance with the Federal Travel Regulations.

- **1.3 Acronyms:**

ADM	Actuarial Data Master
ARPA	Agricultural Risk Protection Act of 2000
FAO	Food and Agriculture Organization of the United Nations
FCIC	Federal Crop Insurance Corporation
FSA	Farm Service Agency
MPCI	Multiple Peril Crop Insurance
NASS	National Agricultural Statistics Service
NIFA	National Institute for Food and Agriculture
PM	Product Management
RMA	Risk Management Agency
RO	Regional Office of RMA
USDA	United States Department of Agriculture

- **1.4 Definitions:**

**Acceptable data source** - Publications and data of the RMA, FSA, NIFA, NASS and other agencies of the USDA; marketing and promotion organizations, supported by public funds or a check-off system; State Departments of Agriculture; any grower organization or association, whose membership represents 15 percent of growers in the area the organization or association serves; any generally recognized authoritative or professional journal or magazine; any other source approved by RMA, such as schools of higher education, international agencies, (FAO or the World Bank; growers' organizations or associations whose membership is representative of growers in one or more areas); and farm level data subject to review by qualified crop insurance experts.

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

**Actual Production History (APH)** – The insurance program administered by RMA that provides growers yield insurance by paying for losses below the guarantee

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 5 of 70
--	--	------------------------

**Actuarial documents** - The material for the crop year that is posted on RMA’s website at the URL <http://www.rma.usda.gov>. These documents show the amounts of insurance or production guarantees, coverage levels, premium rates, insurable crop production practices, insurable acreage, and other related information regarding crop insurance for a crop in a county.

**Actuarially Sound** – For the purpose of the Federal Crop Insurance Program, a classification and premium rate determination system, where risk premium collected is sufficient to cover expected future losses and to build a reasonable amount of reserve.

**Appendix III (Data Acceptance System Handbook)** – An appendix of the 2005 Standard Reinsurance Agreement (SRA) that provides instructions and information for reporting reinsured company data to the Risk Management Agency/Federal Crop Insurance Corporation. Also known as the M-13 Handbook.

**Best Management Practices** – The agricultural production practices required to achieve legitimate and economically feasible levels of production for a given area.

**Board** - The Board of Directors of the Federal Crop Insurance Corporation.

**Catastrophic Risk Protection Coverage (CAT)** - The minimum level of coverage offered by FCIC for the program that is required before the insured may qualify for certain other USDA program benefits, unless the insured executes a waiver of any eligibility for emergency crop loss assistance in connection with the crop.

**Central Great Plains** – For the purposes of this SOW, the Central Great Plains is defined as Kansas, Nebraska, Colorado, Wyoming and the southern half of South Dakota.

**Code of Federal Regulations (CFR)** - Proposed and final regulations published in the Federal Register also are considered to be part of the CFR.

**Contracting Officer’s Representative (COR)** - An employee of RMA, who assists the Contracting Officer with technical administration of the contract.

**Cost-benefit analysis** - A process whereby the expected monetary and non-monetary public and private outlays of a proposed action are compared to the expected monetary and non-monetary returns to beneficiaries. This is accomplished by an examination of available raw data and data assumptions, by developing model premises and description, and by estimating the model’s results and projecting those results to actual circumstances. A cost-benefit analysis recognizes the principles set forth in the document “Economic Analysis of Federal Regulations under Executive Order 12866” as set forth at the URL <http://www.whitehouse.gov/omb/inforeg/riaguide.html>.

**Crop** - An agricultural commodity insured under the authority of the Act.

**Crop Insurance Handbook (CIH)** - A document denoted by RMA as the Crop Insurance Handbook in effect at the time the contracted work is performed. See the URL <http://www.rma.usda.gov>

**Crop insurance procedures** - Methods approved by RMA, to administer approved crop programs. The term includes the Underwriting Guides, the CIH, the LASH, Manager’s, PM Bulletins, or other documents that may be issued by RMA, that are applicable to a specific crop. See the URL <http://www.rma.usda.gov>

**Crop policy** - The legal documents, which establish a contract between the insured person and the insurance provider, including, but not limited to, the Common Crop Insurance Policy, the Basic Provisions, and the Crop Provisions, as published in the CFR or by RMA on its website; and the Special Provisions, as applicable, and the actuarial documents.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 6 of 70
--	--	------------------------

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

**Earned Premium Rate (EPR)** - The ratio of total premium divided by total liability.

**Federal Crop Insurance Corporation (FCIC)** - A corporation chartered by the U.S. Government and administered by the Risk Management Agency (RMA) of the United States Department of Agriculture (USDA).

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

**Generally Recognized Farming Practices**- When agricultural experts or the organic agricultural industry, as applicable, are aware of the production method or practice and there is no genuine dispute regarding whether the production method or practice allows the crop to make normal progress toward maturity and produce at least the yield used to determine the production guarantee or amount of insurance.

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

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

**Independent Actuary and Independent Researcher** - Party(ies) not affiliated with or not having any interest in the day-to-day business operations of the contractor.

**Insurance Experience** - Policy level data including the number of policies earning premium, policies indemnified, units earning premium, units indemnified, net insured acres, liability, total premium, producer premium, subsidy, indemnity, loss ratio, earned premium rate, and loss cost ratio.

**Insurance Providers** - Private insurance companies reinsured by FCIC.

**Interview** - A personal discussion with an interested party by a member of the review team. The purpose is to permit the interviewee to volunteer observations about the crop program.

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

**Limited Resource Farmer** - A producer or operator of a farm with: (a) direct or indirect gross farm sales of not more than \$100,000 in each of the previous two years (beginning fiscal year 2004, this is adjusted for inflation using Prices Paid by Farmer Index as compiled by NASS); and (b) a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years (to be determined annually using Commerce Department data) .

**Listening Session** - Any meeting with agricultural producers, reinsured company personnel, agents and loss adjusters, or other interested parties wherein the participants are free to discuss any issue they deem relevant to the crop program under review.

**Loss Adjustment Standards Handbook (LASH)** - Provides the general standards with respect to claims for indemnity, in addition to any Handbook issued by RMA that provides specific guidance for adjusting losses for the crop under review.

**Loss Cost Ratio (LCR)** - The ratio of indemnity divided by liability.

**Loss Ratio (LR)** - The ratio of indemnity divided by premium.

**Manager's Bulletin** - A document issued by RMA's Administrator, to convey information that supplements the crop insurance procedures. See the URL

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 7 of 70
--	--	------------------------

**Pilot areas** – The counties involved in the pilot insurance program.

**Plan of Insurance** - A general structure of insurance that may be extended to one or more crops (e.g., actual production history and revenue coverage).

**Policy** - An insurance policy or plan of insurance (including endorsements or options), including those approved under sections 508, 522, or 523 of the Act, and that is reinsured by FCIC. Also see *Crop Policy and Endorsement*.

**Policy review procedure** - An in-depth, detailed process to identify any problem areas or issues; to make recommendations to limit waste, fraud, and abuse; to assure actuarial soundness; and to determine acceptability of the crop programs to producers, insurance providers, the Government, and other interested parties.

**Producer premium** - The amount of premium paid by the insured.

**Product Management Bulletin** - A document issued by DAPM, to convey information that supplements the crop insurance procedures. See the URL <http://www.rma.usda.gov>

**Program** – Plans of insurance.

**Program materials** - Basic Provisions, Catastrophic Risk Protection Endorsement, Crop Provisions, Special Provisions of Insurance, loss adjustment handbook, loss adjustment manual, all applicable actuarial documents, Appendix III, Crop Insurance Handbook, underwriting requirements, and other forms necessary to deliver the program.

1) *Record types*: 1) Type 10 - Type 10 records are used to establish a policy and provide information regarding the policyholder and entities with a significant business interest. A Type 10 record requires at least one Type 14 record to be submitted with it.

2) Type 11 - Type 11 records are used to establish premium and liability for each acreage line. The record also identifies the land location and allows reporting of common USDA information.

3) Type 14 - The Type 14 record establishes the crop, county, plan code and reports the contract data determined at Sales Closing.

4) Type 15 - The Type 15 records are used to record/report APH yield information for designated crops.

5) Type 20-22 - The Type 21 and 22 Records establish the loss amounts for a given policy and the Type 20 Records identifies the application or disbursement of loss payments. Type 20 records are linked by Claim Number to corresponding Type 21/22 records. Therefore, all Type 20 and 21/22 records for a policy from the transaction file will replace all Type 20 and 21/22 records for the policy on the policy database.

**Revenue Insurance Plan** – An insurance plan that indemnifies a producer for their loss in revenue. See the RMA website for the various revenue plans of insurance.

**Risk Management Agency (RMA)** - An agency within USDA that is responsible for administering the Federal Crop Insurance Program.

**Risk Premium** - The total amount of premium for an insured's coverage, determined by multiplying liability times the unsubsidized premium rate.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 8 of 70
--	--	------------------------

**Quantify** - Assigning measurable impacts to an action. In the context of an evaluation, the term means that a recommendation or determination shall be accompanied by a cost-benefit analysis. Quantified recommendations or determinations shall be complete with all raw input data and models, and shall show a bottom line with the overall projected cost of the recommendation or determination and the accompanying benefits with respect to affected growers, RMA, the insurance providers, other USDA agencies, taxpayers, and other interested parties where appropriate. The overall cost and benefit must be placed in the context of overall contract requirements.

**Special Provisions of Insurance** – The part of the policy (contained in the county actuarial documents) that contains specific provisions of insurance for each insured crop that may vary by county (e.g., planting dates, rotational requirement, exclusions to the policy, etc)

**Standard Reinsurance Agreement** - A cooperative financial assistance agreement between FCIC and approved insurance providers, that establishes the terms and conditions for subsidy and reinsurance on eligible Federal crop insurance contracts, by authority of the Act and promulgated regulations codified in 7 C.F.R. Chapter IV.

**Subsidy** - The amount of total premium paid by the FCIC, on behalf of the insured.

**Supportability** - Recommendations that are logical, consistent with data collected and assumptions made, sufficiently detailed to justify conclusions, and based upon relevant and complete database(s). Data, data sources, data assumptions, methodologies, findings, determinations, and recommendations are properly cited.

**Systemic** - With respect to deficiencies, weaknesses, or problems means a condition which is basic to the crop program and is experienced by the whole of it and not just particular areas of the country or other localized situations.

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

**Transitional revenue** (T-revenue) – A value determined by RMA, published in the actuarial documents, to be used when you have certified fewer than four consecutive crop years of annual revenue amounts.

- **Section 2.0 Work Statement**

- **2.1 Background:**

The California Avocado APH pilot program provides coverage to avocado producers against yield loss occurring as a result of unavoidable natural causes. The California Avocado APH pilot program was developed under contract as a replacement for the California Avocado Revenue (CAR) pilot program. The program was designed to provide insurance benefits comparable to other APH programs administered by the FCIC. The California Avocado APH pilot program was first made available beginning with the 2010 crop year. It is currently completing its third full year as a pilot, with sales having been completed through the 2013 crop year.

The California Avocado APH pilot program serves as a replacement for the CAR pilot program that was in place from the 1998 through 2009 crop years. The intent of the APH program was to offer fruit-yield-only coverage for California producers of avocados of

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 9 of 70
--	--	------------------------

the Hass variety (including Lamb-Hass), which is the dominant type grown in the pilot areas. The program was designed to be similar to the Florida Avocado insurance program in Miami-Dade County.

The APH plan of insurance is the oldest and most common plan offered by FCIC. As a result of its long history APH is a plan with which most crop insurance agents, companies, and producers are thoroughly familiar. This familiarity was an important departure from the CAR plan, which was unique and therefore unfamiliar to most agents, companies, and producers. Under the APH plan the approved yield is based on the simple average of historical producer yields as reported in an “actual production history”, the data record which gives the plan its name. The program uses the standard basic provisions as well as unique crop provisions. It utilizes standard APH rating procedures as do most APH programs.

Offering an APH program to California avocado producers was intended to alleviate many of the problems and concerns that arose with the CAR pilot program. For example, an APH plan eliminates the need to generate a long term county revenue projection, and the need to await publication of the season ending price to finalize claims. Instead, the APH Avocado plan utilizes a traditional price election developed prior to sales closing, which allows California avocado producers to know in advance the amount of coverage they are receiving and allows timely settlement of claims.

One of the unique features of California Avocado’s from an underwriting standpoint is that the crop year is generally longer than for other commodities. As an example, the crop year for 2012 will run from the sales closing date of November 2010 through harvest that generally ends in December 2012, but can last into early 2013. The 2012 crop generally will flower in March or April of the calendar year preceding harvest (2011) with the critical period for fruit set and retention occurring from March through August of that calendar year (2011). Generally, there are two crops under development on the tree at a given time. The 2012 and 2013 crop years are simultaneously in force. The current California Avocado APH pilot program is available in six counties in California: Orange, Riverside, San Diego, San Luis Obispo, Santa Barbara, and Ventura. The insurance is offered on the Hass variety of Avocado; however, the Lamb-Hass variety is treated as Hass and insurance is available for that variety as well.

- **2.2 Objective:**

To evaluate the California Avocado APH Pilot Crop Insurance Program and provide RMA with the necessary information to determine: 1. If the program should be terminated; 2. If the program should be continued as a pilot with suggested recommendations on how to modify the program; or 3. If it should be converted to a permanent program.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 10 of 70
--	--	-------------------------

- **2.3 Scope:**

This contract will involve submitting reports on the results of a comprehensive analysis and evaluation of the California Avocado APH Pilot Crop Insurance Program. In general, the work will involve interviewing techniques; critical thinking and innovative problem solving techniques; compiling and analyzing results of research; data collection and review, and data analysis; categorizing, analyzing, and summarizing verbal information; report writing; and project planning, scheduling and quality control. More specifically, the program evaluation will involve evaluating the applicable insurance program materials; obtaining grower and insurance provider feedback; tendering reports that document the contractor's evaluation of the program and its recommendations to RMA. Prior to commencing any travel for the contract, the contractor shall notify the COR of the location(s), estimated costs and duration.

A couple of the unique characteristics of the California Avocado APH program are the quality adjustment provisions that were added that did not exist under the CAR program and the establishment of the price election prior to the beginning of the crop year. Section 11(d) of the 2012 crop provisions provide guidelines for adjusting the quantity of marketable production, if that production is considered to be a No. 2 avocado and the price falls below a certain threshold. This provides a quality adjustment and was designed to be similar to the quality adjustment done for grapes. An analysis of how this provision is performing and whether it is serving its intended purpose should be included in the evaluation.

One of the areas of concern during development of this pilot was the establishment of a price election two years prior to harvest. This is necessary because of the long crop cycle for avocados. This represented a departure from the CAR program where price was established post-harvest. The primary concern was whether establishing a price so far in advance would be able reflect current market trends in price.

Also, most of the participation in this pilot is at the CAT level of coverage. There have been four crop years of sales in this pilot, and approximately 25.7 percent of the sales are buy-up policies while the other 74.3 percent are CAT policies. An analysis of why most of the participation is at the CAT level, and any potential remedies to increase buy-up participation should be included in the evaluation.

RMA developed a Program Evaluation Handbook, FCIC-22010, which can be viewed at <http://www.rma.usda.gov/handbooks/22000/index.html> to provide a framework for comprehensive assessments of insurance programs operated by FCIC, both permanent (regulatory) and pilot. A program evaluation is performed to ensure that relevant provisions of the Act are met as effectively and efficiently as possible while providing risk management tools that meet the needs of agricultural producers. Program evaluations examine the past and present performance of a crop program to determine if that performance can be improved and if there are program vulnerabilities and weaknesses. The outcome of a program evaluation may result in recommendations to

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 11 of 70
--	--	-------------------------

revise any regulation, manual, handbook, guide, directive, or actuarial structure to address any identified conflicts, ambiguities, inconsistencies, gaps, duplications, or other problems. A sound program is a program with documents that are clear, consistent, in accordance with the applicable law and regulations, understandable, predictable, and enforceable; that reduce the potential for fraud, waste, and abuse; and, that reduce risk of litigation.

Included in the Program Evaluation Summary Report should be an analysis of the AIP's proper understanding and implementation of the pilot program policy as evidenced by their policyholder files. At least 5 policyholder files shall be chosen at random from various AIPs and reviewed to ensure that all dates, data, and program operations are consistent with the terms of the policy and applicable guides and handbooks. Specifically, a program evaluation determines if:

1. There are problem areas or issues with the plan of insurance and to identify discrepancies between the policy provisions, procedures, and current practices and technology in the industry;
2. There are policy vulnerabilities and weaknesses;
3. The crop program is actuarially sound and to make recommendations that assure benefits to producers while achieving actuarial soundness;
4. There are possible conflicts in program dates for the crop, type, practices, and areas insured;
5. There are possible conflicts between the underwriting standards and the underwriting handbook for the particular crop;
6. Loss adjustment standards are logical, non-ambiguous, and equitable for producers, approved insurance providers (AIP), and the Risk Management Agency (RMA);
7. Rates and the rating methodology are adequate for the crop, type and practices for the insured area;
8. Prices and the pricing methodology are adequate for the crop, type and practices for the insured area;
9. The information collected from AIPs is accurate and sufficient to identify trends or problems in the insurance program;
10. There is acceptability of the crop program to producers, AIPs, RMA, and other interested parties;
11. AIP's marketing plans exist for the crop and a sufficient number of agents and loss adjusters have been trained to effectively deliver the program;

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 12 of 70
--	--	-------------------------

12. Required inspections and other essential program requirements are carried out in a timely manner;
13. The crop insurance program is being delivered efficiently and does not impose unwarranted burdens and costs on producers, AIP's and RMA; and
14. Appropriate program modifications are available to address problem areas and that any proposed recommendations equitably impact producers, AIP's and RMA.

- **2.4 Specific Tasks and Work Requirements:**

The Contractor shall see the attachment entitled “Additional Detail Required for the Draft and Final Program Evaluation” and the Program Evaluation Handbook for reporting requirements in addition to those identified within this section.

- 2.4.1 Draft Program Evaluation Summary Report:

The Contractor shall submit a draft Program Evaluation Summary Report documenting its evaluation, conclusions and recommendations for the program(s) under review and applicable program materials. Included in the Program Evaluation Summary Report should include an analysis of the AIP's proper understanding and implementation of the pilot program policy as evidenced by their policyholder files. At least one policyholder file, not to exceed five policyholder files, shall be chosen at random from each AIP's and reviewed to ensure that all dates, data, and program operations are consistent with the terms of the policy and applicable guides and handbooks. The report shall also include the results for each of the AIP files reviewed, along with recommendations for improvement on the AIP Performance. Exhibit 2 is an example of the type of things to look for in the policy holder file review. The Program Evaluation Summary Report shall be written in accordance with the standards set forth in the U.S. Government Printing Office Style Manual, (U.S. Government Style Manual (2000), 29th Edition). The Style Manual can be located at <http://www.gpoaccess.gov/stylemanual/browse.html>.

The scope of the data described in this SOW is too great for inclusion in a printed copy of the report. The Contractor shall summarize the data in order to report those aspects of it that are most salient to the analysis. Maps, graphs, and other techniques that effectively consolidate the information and highlight the meaning will be necessary in the body of the report. A complete dataset utilized for the analysis must be archived using a CD-ROM.

The content of the Program Evaluation Summary Report shall address the elements specified in the Program Evaluation Handbook, as well as items listed below:

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 13 of 70
--	--	-------------------------

The first section of the report shall be an Executive Summary. This summary will contain the recommendations together with a brief justification for each.

The second section of the report shall contain a thorough discussion of the findings from use of the Program Evaluation Tool (Program Evaluation Handbook Exhibit 2). The Program Evaluation Tool is designed to address basic insurability questions, such as perceived risk, availability of alternative risk sharing mechanisms, etc. The tool should be completed for each region of production, based on information obtained from the listening sessions, RMA Regional Offices and Compliance Offices, analysis of the program, information gathered from the AIP's, and other sources. A copy of the completed diagnostic form for each production/pilot region should be included in an appendix to the report. See the attachment entitled "Additional Detail Required for the Draft and Final Program Evaluation" for additional detail required.

The third section of the report shall contain the findings of the Evaluation Components analysis (section 3 of the Program Evaluation Handbook). Themes developed while investigating these topics will be described as will the potential or probable impact upon the crop program's performance. Data contained in this section must be highly summarized. Discussions shall focus on the meaning of the data and not upon describing the numbers. More detailed tables, maps and graphs will be included in an appendix. All conflicts, ambiguities, inconsistencies, gaps, duplications, or other problems that exist within and among the documents should be thoroughly documented. The contractor shall add as attachments the following items: applicable crop insurance provisions, basic provisions, and CAT endorsement; program materials cited or used in the report; and other materials cited or used in the report.

The fourth section of the report shall contain the results of the Unpublished Data Report (section 4 of the Program Evaluation Handbook) findings detailing the statistical analysis of the performance of the crop program.

The fifth section of the report shall contain the program recommendations (section 5 of the Program Evaluation Handbook). Particularly salient conclusions will be whether (1) an acceptable insurance risk does or does not exist, and (2) the plan of insurance is appropriate for the crop. The recommendations shall be subdivided into individual sections dealing with changes in statute, in regulations, in the actuarial documents, and in procedures. Each section shall contain content as described in section 5. If it is concluded that a new (or replacement) plan of insurance should be adopted for the crop, recommendations of sufficient detail to allow development shall be provided in this section. Contractor is required to submit appropriate program materials which include Crop Insurance Provisions, Basic Provisions, CAT Endorsement, Lost Adjustment Procedures, Actuarial Materials and any other material cited or used in the report.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 14 of 70
--	--	-------------------------

The sixth section of the report shall contain the impact analysis (section 6 of the Program Evaluation Handbook) and recommended changes to policy language (crop insurance provisions, basic provisions, special provisions), recommended changes to the Underwriting Standards, recommended changes to the loss adjustment standards, recommended changes to the Appendix III/M-13 Handbook, and recommended changed to the actuarial documents for the program.

- 2.4.2 Final Program Evaluation Summary Report:

The Final Program Evaluation Summary Report will address and incorporate all material comments or changes identified in response to the preceding Draft Program Evaluation summary Report. One (1) hard copy package and one (1) CD-ROM package of the Final Evaluation Summary Report shall be submitted to the COR. The Report shall be written in accordance with the standards set forth in the U.S. Government Style Manual (2000), 29th Edition. The Style Manual can be located at <http://www.gpoaccess.gov/stylemanual/browse.html>. The Contractor shall summarize data in order to report those aspects of it that are most salient to the analysis. Maps, graphs, and other techniques that effectively consolidate the information and highlight the meaning will be necessary in the body of the report. A complete dataset utilized for the analysis must be submitted with the Report in the CD-ROM package.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 15 of 70
--	--	-------------------------

**SECTION D – PACKAGING AND MARKING**

**NOT APPLICABLE**

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 16 of 70
--	--	-------------------------

## SECTION E – INSPECTION AND ACCEPTANCE

### **Inspection of Deliverables by the Government:**

The Contracting Officer or Contracting Officer's Representative (COR) will inspect each deliverable within 30 business days of receipt by the Government. At the Government's discretion, comments specifying improvements needed or minor deficiencies noted may be provided to the contractor, along with an acceptance of the deliverable, in which case the contractor may be required to document the corrections or improvements that were taken in the subsequent deliverable. However, major deficiencies in a deliverable may result in its rejection, to include the failure of a resubmission to address the improvements or deficiencies submitted by the COR regarding the prior version of the deliverable. In the case of a rejection, specifics will be provided to the contractor as to the reasons for the rejection, as well as a deadline for re-performance (correcting deficiencies and resubmitting the deliverable). There shall be no constructive or inferred acceptance of any deliverable if the Government fails to meet the review deadline; however, in such cases an equitable adjustment to the delivery schedule may be granted. A deliverable that does not fully satisfy a requirement could also be subject to acceptance with a penalty, e.g., an equitable price reduction for the deliverable or other consideration deemed appropriate by the Contracting Officer.

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 17 of 70
--	--	-------------------------

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **Other Contract Requirements**

#### **Places of Performance:**

Continental United States; RMA Office, Kansas City, Missouri; and the Contractor's Offices.

#### **Period of Performance:**

The period of performance is from the date of the contract award through the final report.

#### **Report Style:**

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

#### **Format for Submittal of Deliverables:**

The format for submitting deliverables is detailed in the Statement of Work.

#### **Monthly Progress Reporting:**

The Contractor shall deliver progress reports by the 15th of each month that address progress on the contract work requirements, as they occur. The reports shall also include trip descriptions and significant meetings held or attended in performance of this contract. The progress reports shall be sufficiently detailed to allow the COR to determine that the work efforts and level of progress are satisfactory. The report must also contain whether or not there was any event or occurrence which will give rise to a request for equitable adjustment. For example, the reports shall display hours expended by key personnel by phase and task. This is for quality assurance purposes, not necessarily for invoice payment or cost tracking purposes.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 18 of 70
--	--	-------------------------

## SECTION G – CONTRACT ADMINISTRATION DATA

### Points of Contact:

#### Contracting Officer:

Melissa Onyszko  
381 Elden Street, Suite 4000  
Herndon, VA 20170  
Phone: 703-964-3638  
Email: [Melissa\\_onyszko@nbc.gov](mailto:Melissa_onyszko@nbc.gov)

#### Contract Specialist:

Denise Carrio  
381 Elden Street, Suite 4000  
Herndon, VA 20170  
Phone: 703-964-3631  
Email: [Denise\\_carrio@nbc.gov](mailto:Denise_carrio@nbc.gov)

#### Contracting Officer's Representative:

To Be Determined at Time of Award

### Invoices:

The Contractor shall bill upon acceptance of the deliverables indicated in the delivery table.

Invoices shall include, as a minimum, the following information:

- Contractor name
- Contractor address
- Contract No.
- Purpose of the Invoice
- Billing Period for the services performed
- Description of deliverable
- Price of deliverable
- Hourly Rate
- Travel Expenses (if applicable)/Receipts

Payment of invoices is subject to receipt of each Monthly Report by the COR. Invoices will be paid upon approval and acceptance by the Government COR and CO.

The Contractor shall submit all invoices to [www.ipp.gov](http://www.ipp.gov) in accordance with the instructions provided in the contract.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 19 of 70
--	--	-------------------------

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **Key Personnel:**

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

Should it become necessary for the contractor to substitute personnel for any reason, the Contracting Officer and COR must be notified, in writing, with a proposed plan of action. The Contracting Officer and COR will review the request and promptly notify the contractor of approval or disapproval.

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

### **News Releases:**

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

### **Non-Disclosure and Confidentiality:**

Section 502(c) of the Federal Crop Insurance Act (7 U.S.C. § 1502(c)) states that no person may disclose to the public, information provided by a producer under the Act, unless the information has been transformed into a statistical or aggregate form, in which the individual submitter is unidentifiable or the producer consents to such disclosure. Unless prior written approval is obtained from the Contracting Officer, the following restrictions shall also apply:

The Contractor shall maintain the confidentiality of all data provided by RMA, all analyses and the results of such analyses conducted under this contract, all programs, models, formulas, graphs, charts, and any other document or information used (excluding Contractor's or Subcontractor's pre-existing programs, models, formulas, techniques, information, etc.), created or generated through the performance of any task under the contract. The Contractor shall keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge the RMA data and any analysis results derived

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 20 of 70
--	--	-------------------------

from this contract in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees or Subcontractors needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor shall immediately notify the Contracting Officer, in writing, in the event that the Contractor determines or has reason to suspect a breach of this requirement. The Contractor shall insert the substance of this clause in any consultant agreement or subcontract hereunder. At the completion of this contract, the Contractor shall be required to destroy or return all data or information made available by the Government that are not intended for public disclosure.

### **Paperwork Reduction Act:**

For any information collection activities subject to the Paperwork Reduction Act (PRA) that may be performed under this contract, the Contractor shall comply with the PRA.

### **Section 508 Compliance Requirements:**

To ensure that everyone with disabilities has access to and use of information and data, comparable to that of the employees and members of the public without disabilities, all deliverables must meet the standards regulated by Section 508 of the Rehabilitation Act of 1973, available at: <http://www.section508.gov>.

All electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards of 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973. Furthermore, all deliverables:

1. Shall be submitted in Portable Document Format (PDF)
2. Shall be error-free when checked on these accessibility factors:
  - a. Alternative descriptions provided
  - b. Text language is specified
  - c. Reliable character encoding is provided
  - d. All content is contained in the document structure
  - e. All form fields have descriptions
  - f. Tab order is consistent with structure order
  - g. List and table structure is correct

### **Additional 508 Compliance Requirements Assistance**

The following information contains a few salient excerpts from the RMA Web Content Team's Section 508 Training Manual. This information is not intended to be all-inclusive.

1. Images
  - a. All images must be "tagged" with "alternative text" – also known as an "alt tag" so screen readers can describe the image to someone who cannot physically see the image.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 21 of 70
--	--	-------------------------

b. A section 508 compliant alt tag should contain a description of the image as opposed to simply the name of the image.

2. Maps, Charts, and Graphs

- a. Maps, charts, and graphs communicate complex visual information usually generated from spreadsheets or database tables. All maps, charts, and graphs must be accompanied with the original text-based tables(s) from which they were generated.
- b. The tables must be text-based (also called OCR or Optical Character Recognition) and not images (scanned as graphics or image files). Columns and headers in the tables must be clearly labeled.
- c. Alt tags are not acceptable to describe the contents of maps, charts, graphs, or tables.

3. Creating 508 Compliant PDF Documents

- a. The steps taken to create a 508 compliant PDF begin in the software program used to create the document. Documents that are 508 compliant can be successfully achieved. Using Microsoft Office and/or Adobe Acrobat Professional. There are subtle differences between MS-Word 2007 format (.docx) and MS-Word 2007 with 97-2003 compatibility format (.doc).

## Government Furnished Information/Resources

### Government Furnished Documentation:

The Contractor may access RMA's public website at [www.rma.usda.gov](http://www.rma.usda.gov) for information pertaining to existing crop policies, underwriting and loss adjustment procedures, data reporting requirements, and other publicly accessible information. Any information not available through the website but is considered necessary may be requested through the COR. Following is a list of website addresses that the Contractor may use for this contract. This list is not intended to be all-inclusive.

- RMA's Public Website: <http://www.rma.usda.gov/>
- Basic Provisions and Catastrophic Risk Protection Endorsement: <http://www.rma.usda.gov/policies/2008policy.html>
- The Federal Crop Insurance Act: <http://www.rma.usda.gov/aboutrma/>
- Risk Management Agencies Regional Office State Directory: <http://www.rma.usda.gov/aboutrma/fields/>
- Risk Management Agencies, Agent Locator/Insurance Providers Listing: <http://www3.rma.usda.gov/tools/agents/>
- Summary of Business: <http://www.rma.usda.gov/data/>
- Data Acceptance System Appendix III: <http://www.rma.usda.gov/data/m13>
- The Actuarial Document Browser: <http://www.rma.usda.gov/tools/adb.html>
- Bulletins and Handbooks: <http://www.rma.usda.gov/handbooks/>

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 22 of 70
--	--	-------------------------

**Government Furnished Data:**

The contractor shall provide RMA detailed requests of RMA datasets and RMA will furnish them within 30 business days after contract award. If the requested data sets require contractor revision, RMA will cooperate with the contractor to avoid excessive or unnecessary delays of any contract deliverable.

**Government Furnished Resource:**

RMA personnel knowledgeable about specific subjects or topics will be made available for consultation by telephone or electronic mail. The contractor shall submit all resource requests to the COR.

**Government Furnished Facilities:**

RMA will furnish appropriate facilities if the need arises.

**Contractor Furnished Resources**

Contractor Furnished Items:

The contractor shall provide all materials required to perform the contract, beyond Government furnished information or resources described above.

**Conflict of Interest:**

In order to avoid an organizational conflict of interest and attempt to ensure an objective and unbiased evaluation, anyone who at the time of the Contractor’s submission of an offer or any time thereafter is involved with loss adjustment or sales of the Federal Crop Insurance Corporation (FCIC) crop insurance programs related to this Contract or receives funding or other benefits, including crop insurance proceeds, from insurance providers that currently conduct crop loss adjustment or sales of this program; or, anyone who participated substantially in the development or maintenance of the crop insurance program related to this Contract, shall not be eligible to participate in the performance of this Contract as a prime Contractor or subcontractor. Accordingly, any person or entity who at the time of submission of offer or any time thereafter conducts loss adjustment, is involved in sales of the program, or receives funding, including crop loss insurance proceeds, from insurance providers who currently conduct crop loss adjustment and sales of the program policies, may not participate in the activities of this Contract as a Contractor or subcontractor.

Further, any individual, Contractor or subcontractor who worked in the performance of this Contract may be deemed ineligible to participate in additional or future Contracts resulting from the recommendations for the program.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 23 of 70
--	--	-------------------------

## ORGANIZATIONAL CONFLICT OF INTEREST

- a) It is the intent of this Agency to avoid awarding Contracts that could create potential conflicts of interest. Such a situation could occur in the execution of this Contract when the Contractor or any subcontractors are involved with adjusting claims or selling policies of the Federal Crop Insurance Corporation (FCIC) crop insurance programs related to this Contract or receives other funding or benefits from insurance providers that currently conduct crop loss adjustment or sales of this program; or, if the Contractor or any subcontractors participated substantially in the development or maintenance of the crop insurance program related to this Contract. Such interests bias a Contractor's judgment, either negatively or positively and thus impede the Government's objective of obtaining an unbiased, technically sound performance of the work.
- b) Potential conflicts of interest could also occur in the execution of this Contract when the Contractor or any subcontractors have an agreement or employment arrangement in effect with another Offeror under this solicitation or another Contractor having an active contract with the Risk Management Agency. Such interests bias a Contractor's judgment, either negatively or positively or result in an unfair advantage and thus impede the Government's objective of obtaining an unbiased, technically sound performance of the work.
- c) Prior to the commencement of any work, the Contractor agrees to notify the Contracting Officer that to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the Contractor may have.
- d) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure, in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer to avoid, mitigate, or neutralize the actual or potential conflict of interest.
- e) Remedies- The Contracting Officer may terminate this Contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it; or misrepresented relevant information to the Contracting Officer, the Government may terminate the Contract for cause, debar the Contractor from Government contracting or pursue such other remedies as may be permitted by law or this Contract.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 24 of 70
--	--	-------------------------

- f) The Contractor shall include this clause, including this paragraph in all subcontracts and consultant agreements provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.
- g) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 25 of 70
--	--	-------------------------

## **SECTION I – CONTRACT CLAUSES**

### **52.252-2 -- Clauses Incorporated by Reference. (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
FAR Clauses: <http://farsite.hill.af.mil/vffara.htm>

**(End of Clause)**

### **FAR CLAUSES INCORPORATED BY REFERENCE**

5 2.212-4 -- Contract Terms and Conditions -- Commercial Items. **(Feb 2012)**  
52.215-8 – Order of Precedence – Uniform Contract Act **(Oct 1997)**  
52.222-49—Service Contract Act - Place of Performance Unknown **(May 1989)**  
52.227-17 -- Rights in Data -- Special Works. **(Dec 2007)**

### **FAR CLAUSES INCORPORATED BY FULL TEXT**

#### **52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2012)**

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 26 of 70
--	--	-------------------------

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

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

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

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

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

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

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the Offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

X (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 27 of 70
--	--	-------------------------

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

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (July 2010) of 52.219-9.

\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

\_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the Offeror elects to waive the adjustment, it shall so indicate in its offer).

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

\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Representation (Apr 2012) (15 U.S.C. 632(a)(2)).

\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 28 of 70
--	--	-------------------------

\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

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

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

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

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

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

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

X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 29 of 70
--	--	-------------------------

  X   (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

     (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

     (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

     (ii) Alternate I (Mar 2012) of 52.225-3.

     (iii) Alternate II (Mar 2012) of 52.225-3.

     (iv) Alternate III (Mar 2012) of 52.225-3.

     (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

     (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

     (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

     (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

     (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

     (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

  X   (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

     (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

     (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 30 of 70
--	--	-------------------------

\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

X  (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 31 of 70
--	--	-------------------------

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

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

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

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 32 of 70
--	--	-------------------------

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

**(End of Clause)**

#### **52.222-42 – Statement of Equivalent Rates for Federal Hires (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 33 of 70
--	--	-------------------------

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>
Project Director – 0340 EX-Level II	\$85.10
Lead Actuary – 1510 EX Level I	\$94.57
Lead Underwriter – 1163 EX Level I	\$94.57
Principal Investigator – 1805 EX Level II	\$85.10
Research Analyst III – 1515 EX Level II	\$85.10
Research Analyst II – 1515 EX Level IV	\$73.65
Research Analyst I – 1515 GS15	\$53.73
Financial/Cost Analyst I – 1160 EX Level I	\$68.99
Technical Editor – 1083 GS12	\$32.51
Document Specialist/Clerk – 0326 GS11	\$27.12

**(End of Clause)**

**52.232-99 - Providing Accelerated Payment to Small Business Subcontractors  
(DEVIATION)(AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**(End of Clause)**

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 34 of 70
--	--	-------------------------

**DIAPR 2010-14 Amendment 1  
Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 35 of 70
--	--	-------------------------

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

**(End of notice)**

**Conflict of Interest Certification:**

The contractor employee may be required to sign a conflict of interest certificate if the Contracting Officer determines the contract and associated work may potentially affect the employee's or the employer's financial interest. When the Contracting Officer determines the potential exists, the contractor employee, through the contract Project Manager, shall be required to sign the attached Conflict of Interest Certificate as follows:

TO: \_\_\_\_\_  
Contracting Officer

THROUGH: \_\_\_\_\_  
Contractor's Program Manager

FROM: \_\_\_\_\_  
Name of Contractor Employee

I certify that I am not aware of any matter that might limit my ability to work on contracts and related actions in an objective and unbiased manner or which might place me in a position of a conflict, actual, potential, or apparent, between my responsibilities as a support contractor.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 36 of 70
--	--	-------------------------

In making this certification, I have considered all my stocks, bonds, and other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or other organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have (or had) an employment arrangement, becomes involved in the acquisition I am responsible for, I will notify the Contracting Officer of this apparent conflict of interest. In such case, until advised to the contrary, I will not participate further in any way (by rendering advice and making recommendations) on the applicable contract and/or related action.

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

**1452.204-70 - Release of Claims – Department of the Interior (JUL 1996)**

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

**(End of clause)**

**1452.201-70 - Authorities and Delegations (SEP 2011)**

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 37 of 70
--	--	-------------------------

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

**(End of clause)**

**1452.203-70 Restriction on Endorsements – Department of the Interior (JUL 1996)**

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

**NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (SEP 2006)**

This is a non-personal services contract, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 38 of 70
--	--	-------------------------

direction of the Contracting Officer; or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.

The contractor shall include this provision in all subcontracts for contractor support services under this contract.

**Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (September 2011)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

**See Invoicing section of the Statement of Work.**

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

**(End of Local Clause)**

**AQD Services Greening Clause**

- A) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Documents in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contract, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.
- B) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double-sided copying, and the use and purchase of 30% post consumer content white paper to meet the intent of FAR 52.204-4, Printing/Copying Double-Sided on Recycled Paper.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 39 of 70
--	--	-------------------------

## **SECTION J - ATTACHMENTS**

- 1) Client Authorization Letter
- 2) Contractor Past Performance Questionnaire
- 3) Subcontracting Percentage Worksheet
- 4) Additional Detail Required for the Draft and Final Program Evaluation Summary Reports (for Del. 1 and 2)
- 5) AIP File Review Worksheet

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 40 of 70
--	--	-------------------------

## SECTION K – REPRESENTATIONS & CERTIFICATIONS

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

An Offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov> . If an Offeror has not completed the annual representations and certifications electronically at the ORCA website, the Offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 41 of 70
--	--	-------------------------

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

Sensitive technology—

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 42 of 70
--	--	-------------------------

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

- (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.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 43 of 70
--	--	-------------------------

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

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

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

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

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

(b)

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

(2) The Offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the Offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the Offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 44 of 70
--	--	-------------------------

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

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

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

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

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The Offeror represents that—

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

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The Offeror represents that—

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 45 of 70
--	--	-------------------------

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

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

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

(i) *General.* The Offeror represents that either—

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

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 46 of 70
--	--	-------------------------

change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

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

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

(1) Previous contracts and compliance. The Offeror represents that --

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

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

(2) *Affirmative Action Compliance.* The Offeror represents that --

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 47 of 70
--	--	-------------------------

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 48 of 70
--	--	-------------------------

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

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and ‘United States’ are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 49 of 70
--	--	-------------------------

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

---

[List as necessary]

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

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 50 of 70
--	--	-------------------------

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

(g)(1)(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 51 of 70
--	--	-------------------------

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals--

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 52 of 70
--	--	-------------------------

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) Examples.

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

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

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

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

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 53 of 70
--	--	-------------------------

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the Offeror as to its compliance with respect to the contract also constitutes its

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 54 of 70
--	--	-------------------------

certification as to compliance by its subcontractor if it subcontracts out the exempt services.)  
[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The Offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the Offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The Offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the Offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the Offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 55 of 70
--	--	-------------------------

determination to the solicitation, the Offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the Offeror if the Offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN:\_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 56 of 70
--	--	-------------------------

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the Offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) The Offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the Offeror—

- (i) Represents, to the best of its knowledge and belief, that the Offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 57 of 70
--	--	-------------------------

(ii) Certifies that the Offeror, or any person owned or controlled by the Offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The Offeror has certified that all the offered products to be supplied are designated country end products.

**(End of Provision)**

**1452.215-71 Post-Award Use and Disclosure of Proposal Information – Department of the Interior (APR 1984)**

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposal / quotes include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the Offeror, or its subcontractor(s), believes that the proposal / quote contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal / quote shall be marked with the following legend:

"The information specifically identified on pages \_\_\_\_\_ of this proposal / quote constitutes trade secrets or confidential commercial and financial information which the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law. The Offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal / quote, except that if a contract is awarded to the Offeror as a result of or in connection with the submission of the proposal / quote, the Government shall have the right to use the information to the extent provided in the contract."

(c) The Offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal / quote on which it appears and shall mark each such page with the following legend:

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 58 of 70
--	--	-------------------------

"This page contains trade secrets or confidential commercial and financial information which the Offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal / quote."

(d) Information in a proposal / quote identified by an Offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal / quote, except that (i) if a contract is awarded to the Offeror as a result of or in connection with submission of the proposal / quote, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal / quote identified as trade secret information or confidential commercial and financial information, full consideration will be given to the Offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The Offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the Offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the Offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal / quote if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal / quote not marked in accordance with paragraphs (b) and (c) of this provision, the Offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an Offeror to mark information contained in a proposal / quote as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the Offeror had intended to mark, but that markings were omitted from the Offeror's proposal / quote due to clerical error.

**(End of Provision)**

## **CERTIFICATION AND DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST**

(a) This is a "nonpersonal services contractor, it is therefore, understood and agreed that the contractor and/or the contractor's employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government's right and obligation to inspect, accept or reject the work, comply

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 59 of 70
--	--	-------------------------

with such general direction of the Contracting Officer, or the duly authorized representative, as is necessary to ensure accomplishment of the contract objectives.

(b) As described below and in the Organizational Conflict of Interest clause in the solicitation, the Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the Offeror is aware of information bearing on whether a potential conflict may exist, the Offeror shall provide a disclosure statement as indicated below.

If the Offeror IS NOT aware of any information bearing on the existence of any potential organizational conflict of interest, the Offeror must complete the following certification below:

Organizational Conflict of Interest

CERTIFICATION STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest or activity (manufacture, financial, sale/resell or otherwise) that relate to the proposed work and bear on whether I have (or the organization, or anyone employed by the organization, has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice or (2) being given an unfair competitive advantage.

SIGNATURE:

DATE:

NAME:

ORGANIZATION:

TITLE:

If the Offeror IS aware of any information bearing on the existence of any potential organizational conflict of interest, the Offeror must complete the following disclosure below:

Organizational Conflict of Interest

DISCLOSURE STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts concerning past, present or currently planned interests or activities (manufacture, financial, sale/resale or otherwise) that relate to the proposed work and bear on whether I have (or the organization, or anyone employed by the organization, has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice or (2) being given an unfair competitive advantage, are fully disclosed and are attached and formatted to show:

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 60 of 70
--	--	-------------------------

- The company, agency, organization in regards to, present or currently planned interest or activity (manufacture, financial, sale/resale or otherwise)
- Description of the relationship
- Period of relationship
- Extent of relationship
- Mitigation Plan, as necessary

SIGNATURE:

DATE:

NAME:

ORGANIZATION:

TITLE:

## 2012 APPROPRIATIONS RESTRICTIONS

### Section 738 (Felony Provision)

None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted (or had an officer or agency of such corporation acting on behalf of the corporation convicted) of a felony criminal violations under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interest of the Government.

Form AD-3030 - USDA Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants and AD-3031 - USDA Assurance Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants are required to be completed and submitted with the contractor's proposal. The forms can be accessed through the following website: [www.ocio.usda.gov/forms/doc/AD-3030.docx](http://www.ocio.usda.gov/forms/doc/AD-3030.docx) and [www.ocio.usda.gov/forms/doc/AD-3031.docx](http://www.ocio.usda.gov/forms/doc/AD-3031.docx).

### Section 739 (Tax Delinquency Provision)

None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that [has] any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and make a determination that this further action is not necessary to protect the interest of the Government.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 61 of 70
--	--	-------------------------

By entering into this Contract, the undersigned attests that [insert corporation name] has not been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of the signature, nor has any officer or agent of [insert corporation name] been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.

By entering into this Contract, the undersigned attests that [insert corporation name] does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Form AD-3030 - USDA Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants and AD-3031 - USDA Assurance Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants are required to be completed and submitted with the contractor's proposal. The forms can be accessed through the following website: [www.ocio.usda.gov/forms/doc/AD-3030.docx](http://www.ocio.usda.gov/forms/doc/AD-3030.docx) and [www.ocio.usda.gov/forms/doc/AD-3031.docx](http://www.ocio.usda.gov/forms/doc/AD-3031.docx)

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 62 of 70
--	--	-------------------------

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES**

### **52.252-1 -- Solicitation Provisions Incorporated by Reference. (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

**(End of Provision)**

**52.212-1 -- Instructions to Offerors -- Commercial Items. (Feb 2012) is incorporated by reference.**

### **FAR PROVISION INCORPORATED BY FULL TEXT**

#### **52.212-1 ADDENDUM to Instructions to Offerors - Commercial Items**

The codes for this requirement are as follows: NAICS code Number 524298 entitled “All Other Insurance Related Activities” with a size standard of \$7.0 million, and Product Service Code R410 “Support-Professional: Program Evaluation/Review/Development”

Offeror agrees to hold the prices in its offer firm for at least 120 calendar days (52.212-1 (c)).

Offeror shall submit one offer and is not encouraged to submit multiple offers (52.212-1 (e)).

### **GUIDELINES FOR REQUEST FOR PROPOSAL**

Request for Proposal (RFP), Solicitation Number D12PS00638

The US Department of Interior, through Acquisition Services Directorate (AQD), is issuing this solicitation as a RFP on behalf of USDA/RMA. This RFP is being issued pursuant to Federal Acquisition Regulation (FAR) Part 12.6 and 15. This requirement is for the purpose of entering into a contract for the purposes of obtaining the deliverables and services stated in the statement of work. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-60.

Acquisition Services Directorate operates as a Federal Franchise Fund Contracting Office under the authority of the Government Management Reform Act and provides contracting support to

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 63 of 70
--	--	-------------------------

Federal Civilian and Department of Defense Agencies. AQD will handle the solicitation and resultant contract administration, as well as payment of invoices.

## **INSTRUCTIONS**

Offerors shall submit three volumes: 1) Technical, 2) Past Performance, and 3) Price. No pricing information should be included in the technical volume. Any pricing information included in the technical volume will be removed prior to the technical evaluation team receiving the technical Proposal. Therefore, any technical information necessary for the Government to perform the technical evaluation must be included in the technical volume.

Your Proposal **MUST** include the following information on the title page of each volume:

- A. Tax identification number (TIN)
- B. Dun & Bradstreet Number (DUNS)
- C. Complete Business Mailing Address
- D. Contact Name
- E. Contact Phone
- F. Contact Fax Number
- G. Contact email address
- H. RFP number and project title

Offerors must also ensure that their firm is registered with the System For Award Management (SAM). For information, refer to <http://www.sam.gov>.

Offerors shall submit the completed FAR 52.212-3 with its technical proposal. If the Offeror's Representations and Certifications are registered on the SAM website, it must be indicated in the technical volume of the offer. Offerors shall also submit the 2012 Appropriations Restrictions Certification forms, completed Subcontracting Percentage Worksheet, and completed "Certification and Disclosure of Organizational Conflict of Interest."

## **VOLUME 1 -- TECHNICAL**

In response to this solicitation, Offerors shall submit a technical proposal that contains their proposed solution(s) to the SOW objectives. The technical proposal shall include:

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

- a) A discussion of how the Offeror would perform a complete review of the program's rating, the program's pricing procedure, and the program's underwriting guide.
- b) A discussion of how the Offeror would perform a complete review of the crop provisions and special provisions and how they fit with the Common Crop Policy Basic Provisions and the Catastrophic Risk Protection Endorsement.
- c) A discussion of planned listening sessions and how information addressing the customer (insured producer) satisfaction/dissatisfaction with the crop insurance program as well as how information on what the customers liked/disliked about the crop insurance program

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 64 of 70
--	--	-------------------------

will be obtained.

- d) A discussion of planned listening sessions and how information from uninsured producers in the areas on the reasons they did not use the crop insurance program will be obtained.
- e) A discussion of planned listening sessions and how information addressing the delivery system satisfaction/dissatisfaction with the insurance program will be obtained.
- f) A list of key personnel (those who would have primary responsibility for performing and/or managing the effort, including subcontractors) with their qualifications and specific experience; and specific organizational experience for previous work of this nature that the key personnel or organization have performed within the last five (5) years.

Project Management Plan containing:

A work breakdown structure (WBS) organized around the contract deliverables, and identifying work activities (tasks) down to the work package level, and labor resource estimates (categories and hours) assigned to each task;

The contractor shall propose the period of performance, allowing a minimum of 30 business day's review for each deliverable proposed. The approximate period of performance for this effort is 6 months.

A Quality Control Plan that details how Offeror will identify and maintain quality standards, keep the project on time during each task, and monitor and report task progress. The plan should include 1) a method to monitor and report task progress, 2) a detailed narrative specifying the quality control progress flow including who reviews, rejects, or accepts work and how that information is reported, stored, and processed, 3) what corrective actions will be taken to meet deliverable due dates if the task is off schedule, and 4) the number of productive hours each skill type will devote to quality control.

Technical Assumptions and Conditions:

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

## **VOLUME 2 -- PAST PERFORMANCE**

The Offeror shall submit the following information with regards to past performance for similar work performed:

- A list of three (3) references for contracts performed within the last three (3) years for the Federal Government and/or commercial customers that demonstrate recent and relevant past performance for the type of work described in this Statement of Work.
- Include the following information:
  - Project title and description;
  - Contract number, type of contract, and amount;

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 65 of 70
--	--	-------------------------

- Government agency or organization;
- COR's name, address and telephone number;
- Current status; (e.g. completed and/or if in progress, start and estimated completion dates.)
- Key personnel; and (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)
- Any issues that occurred and how they were resolved.
- A brief narrative of why you deem the reference to be relevant to this effort and the SOW paragraph to which the reference applies.

NOTE: The government may also consider information obtained through other sources, including the Past Performance Information Retrieval System (PPIRS). Past performance information will be utilized to determine the quality of the Contractor's past performance as it relates to the probability of success of the required effort. If a Contractor does not have a record of relevant past performance information they will not be evaluated favorably or unfavorably and be provided a neutral rating.

**Past Performance Questionnaires:** A past performance questionnaire is attached to the Solicitation. The Offeror is responsible for transmitting and providing the questionnaire to its references. Upon a completion of the questionnaire, the reference should send the questionnaire to Contracting Officer and Contract Specialist.

For each source of past performance, the Offeror shall send a Client Authorization Letter (attached to the solicitation) giving consent for the client to respond to inquiries by Acquisition Services Directorate regarding the Offeror's past performance. Copies of each Client Authorization Letter sent shall be included in the Past Performance Volume. **The due date for submission of the past performance questionnaires is noted on the Past Performance Questionnaire attached to this solicitation.**

AQD encourages Offerors to provide past performance questionnaires to references at least a week prior to the proposal due date in order to ensure that the reference(s) have time to submit completed questionnaires.

Risk Management Agency (RMA) may have an Offeror's Past Performance Information (PPI) on file to review if the Offeror has had previous contracts with RMA. If the Offeror is unsure if RMA has PPI on file, the Offeror can e-mail the CO at [Melissa\\_Onyszko@nbc.gov](mailto:Melissa_Onyszko@nbc.gov), to obtain a list of RMA past performances for the respective Offeror. Alternatively, if the Offeror is unsure of the past performance held by RMA or if they have not had contracts with RMA in the past, Offerors shall ensure they send the past performance questionnaires.

### **VOLUME 3 -- PRICE PROPOSAL**

The Price proposal shall be separate from the technical proposal and must include a price breakdown which includes not only the total contract price, but also shows the labor categories and charges, other direct costs, travel expenses and miscellaneous or material costs for deliverables and major components of deliverables in order to facilitate the Government's

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 66 of 70
--	--	-------------------------

assessment of price realism and performance risk. Identify if indirect rates will be applied to Other Direct Costs/Travel, and the basis for those rates. Offeror shall submit a copy of their rate agreement with their cognizant audit agency. If the Offeror does not have a cognizant audit agency, and intends on utilizing indirect rates throughout the contract period, it must indicate as such in the price volume.

The price proposal must include the following:

- Prices for all work identified in the solicitation. Labor categories and charges, other direct charges, travel expenses, and methodology for determining travel costs, and other direct costs shall be shown for the deliverables and major components of deliverables in order to facilitate the Government's assessment of price realism and performance risk.
- Subcontractors, Consultants, and Subject Matter Experts (SME's): Each Offeror's written price proposal shall contain the following information for each subcontractor, consultant, and SME that will provide work under this proposal:
  - Name of the company or individual;
  - Type of work, hourly rate, and number of hours;
  - Total cost to the Government
  - Completed Subcontracting Percentage Worksheet

Payment Schedule: Offerors shall propose a payment schedule suitable for the type of contract proposed. The proposed payment schedule may correspond to actual deliverables submitted under the contract.

Price Assumptions and Conditions:

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

NOTE: In an effort to receive the highest quality solution at the lowest possible price the Government highly encourages Offerors to provide discounts on services for this requirement.

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

The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives at a fair and reasonable price which represents the best value to the Government. The Government intends to make a single award. Partial proposals will not be accepted.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 67 of 70
--	--	-------------------------

The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

## **GENERAL INFORMATION**

Technical proposals are limited to 30 pages, on standard letter-size paper. All pages shall have a minimum of a 1-inch margin on the top, bottom, left, and right. Page numbering, Offeror identification, and disclaimers may be placed in the 1-inch margin. Font size shall be no smaller than 10-point. The 1-inch margin required for text pages is not required for foldouts. Electronic versions of the proposal shall be submitted in Microsoft Word™, Excel™, and Project™, Adobe Acrobat (pdf) as appropriate. The Government will not count the following documents toward the page limit:

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

The page limits applying to the Technical Volume excludes any attachments/appendices (Completed provisions, resumes)

### **RFQ DUE DATE:**

The due date for response to this RFQ at the addresses specified below is on or before **12:00 PM ET October 9, 2012**. Each volume shall be clearly marked by Volume Number and Title. The Government reserves the right to not accept proposals received after the closing date and time. It is the responsibility of the Offeror to get their submission in on time and ensure successful delivery to the Government. Submission shall be via e-mail to Contracting Officer Melissa Onyszko at [Melissa\\_onyszko@nbc.gov](mailto:Melissa_onyszko@nbc.gov) and Contract Specialist Denise Carrio at [Denise\\_Carrio@nbc.gov](mailto:Denise_Carrio@nbc.gov).

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 --

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 68 of 70
--	--	-------------------------

If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

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

It is the only proposal received.

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.

### **RFQ QUESTIONS:**

Offerors must submit all technical questions concerning this solicitation in writing by e-mail to the Contracting Officer, [Melissa\\_Onyszko@nbc.gov](mailto:Melissa_Onyszko@nbc.gov) and Contract Specialist [Denise\\_Carrio@nbc.gov](mailto:Denise_Carrio@nbc.gov). All questions must be submitted via e-mail, and received no later than **12:00 PM Eastern Time (ET) on September 25, 2012**. Acquisition Services Directorate will answer questions, which may affect offers, in an amendment to the solicitation. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective Offerors. The Offeror or source of the question will not be referenced when issuing an amendment to the solicitation.

NOTE: Due to email server and pipeline limitations, please limit the size of each email with attachments to 10MB.

### **52.233-2 -- Service of Protest. (Sep 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Melissa Onyszko at the Department of the Interior, National Business Center, Acquisition Services Directorate in Herndon, VA.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**(End of Provision)**

### **DIAR 1452.233-2 Service of Protest -- Department of the Interior (JUL 1996) (DEVIATION)**

A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Acquisition and Intellectual Property, 1849 C Street, NW, Room 6456, Washington, D.C. 20240.

**(End of Provision)**

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 69 of 70
--	--	-------------------------

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **FAR PROVISION INCORPORATED BY FULL TEXT**

#### **52.212-02 EVALUATIONS – COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers; Proposal Evaluation Factors are in descending order of importance.

#### **Technical Approach:**

This factor evaluates the Offeror’s Technical Approach for evaluating the crop insurance program. Aspects that will be considered include knowledge of crop insurance, techniques for generating useful insights into the programs operation, and how the contractor proposes to conduct the evaluation and obtain the feedback from customers, uninsured producers and the insurance providers. Key Personnel will be evaluated based on the individual skills, education, the techniques the Offeror will utilize to assess and quantify the risk associated with covering this crop specifically in anticipation of a limited data scenario, and experience of the key personnel proposed for this project.

#### **Project Management Plan (WBS, delivery schedule & Quality Control Plan):**

Proposals will be evaluated on the work breakdown structure, the proposed delivery schedule and the contractor’s Quality Control Plan. The government is looking for the contractor that demonstrates the most effective, efficient and optimal technique to meet the solicitation’s goals, objectives, and requirements.

#### **Past Performance:**

The Government will evaluate the quality of previous work products the Offeror and its key personnel have produced on efforts similar to the requirements within this statement of work and the organization’s history of successful completion of projects; history of producing high-quality reports and other deliverables; history of staying on schedule and within budget; and the organization's specific experience working with clients in the business of evaluating crop insurance programs or similar programs. The currency and relevance of information, source of the information, context of the data, and general trends in contractor’s performance will be considered. Aspects to be considered include the customer’s perspective on:

- Usefulness and value of the services and products delivered (e.g., recommendations in previous work products were generally adopted);
- The key objectives and initial intent of the contracts were met (customer expectations);
- Previous work products contained relatively few substantial deficiencies, and the requested corrections were quickly and correctly made or satisfactorily explained; and
- Previous work products contained detailed, logical, and insightful analysis and recommendation, use of appropriate statistical methods, insight into potential program vulnerabilities, etc.

<b>Solicitation Number</b> D12PS00638	<b>Document Title</b> Evaluation of California Avocado APH Pilot Crop Insurance Program	<b>Page</b> 70 of 70
--	--	-------------------------

The Government will obtain past performance information using the Past Performance Information Retrieval System (PPIRS), from historical past performance information on file, use the Past Performance Questionnaire attached to the solicitation, and any other sources available for government reference.

In the event that an Offeror does not have a record of relevant past performance or information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably; a neutral rating shall be assigned.

**Price:**

The proposed price will be evaluated separately but in conjunction with the non-price elements to ensure that the Government is awarding based on best value. Offerors will be evaluated on the following criteria to ensure they can meet the requirements in the statement of work (in descending order of importance):

Technical Approach, Project Management Plan (WBS, Delivery Schedule and Quality Control Plan), Past Performance, Price

The Government considers evaluation factors other than cost or price, when combined, significantly more important than cost or price. But as evaluation factors other than cost or price approach parity, price will become more important. Notwithstanding this, the realism of proposed prices will be evaluated as a reflection of the Offeror's understanding of the requirements. The proposed prices will be evaluated separately but in conjunction with the non-price elements. A proposed price that is considered by the Government to be too low to accomplish the proposed technical approach may constitute a potential performance risk to the Government in terms of quality and ability to meet delivery schedules.

(b) No options are anticipated.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

CLIENT AUTHORIZATION LETTER

Dear “**CLIENT**”:

We are currently responding to the US Department of Interior, Acquisition Services Directorate, RFQ No. D12PS00638 entitled “Evaluation of California Avocado APH Pilot Crop Insurance Program.” You have been listed as a past performance reference in our quote. If you are contacted by Acquisition Services Directorate for information on work we have performed under contract for your **company/agency/state or local government**, you are hereby authorized to respond to any Acquisition Service Directorates’ inquiries. Your cooperation is appreciated. Please direct any questions to (**Offeror’s point of contact**).

Sincerely,

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
DATE:

## Contractor Past Performance Questionnaire

Upon a completion of the questionnaire, the reference should send the questionnaires to Contracting Officer, [Melissa Onyszko@nbc.gov](mailto:Melissa_Onyszko@nbc.gov) with a carbon copy to Contracting Specialist [Denise Carrio@nbc.gov](mailto:Denise_Carrio@nbc.gov). The due date for submission of the past performance questionnaires is on or before 12:00 P.M. October 9, 2012, Eastern Time (ET).

### Contract Data

Evaluation Type: Interim <input type="checkbox"/> Final <input type="checkbox"/> (check one)		
Evaluating Organization:	Reporting Period: From	To
Contracting Office:	Contract Number:	Order Number:
Contractor Name:		Contractor Address:
DUNS:	Country: USA	TIN:
Additional or Alternate Contractor Name:		
NAICS:	Commodity Code:	Contract Type:
Contract Award Date:	Contract Expiration Date:	Contract Value: \$
Requirement Description:		

### Ratings

Please rate the contractor's performance by checking the number which corresponds to the rating for each rating category.

#### 1. Quality of Product or Service, including:

- The degree of usefulness and value to the customer of the services and products delivered.
- The degree to which the key objectives and initial intent of the contract was met.
- Did the work products contain relatively few substantial deficiencies?
- Did the work products contain detailed, logical, and insightful analysis and recommendations, use of appropriate statistical methods, insight into potential program vulnerabilities, etc.?

Unsatisfactory     Poor     Fair     Good     Excellent     Outstanding

**Comments for Quality of Product or Service** (Note: comments are required for Outstanding ratings—2,000 characters maximum):

#### 2. Cost Control

Unsatisfactory     Poor     Fair     Good     Excellent     Outstanding

**Comments for Cost Control** (Note: comments are required for Outstanding ratings—2,000 characters maximum):

### 3. Timeliness of Performance, including:

- The degree to which the key objectives and initial intent of the contract was met concerning agency program deadlines

Unsatisfactory     Poor     Fair     Good     Excellent     Outstanding

**Comments for Timeliness of Performance** (Note: comments are required for Outstanding ratings—2,000 characters maximum):

### 4. Business Relations, including:

- Were requested corrections to deliverables quickly and correctly made, or satisfactorily explained?

Unsatisfactory     Poor     Fair     Good     Excellent     Outstanding

**Comments for Business Relations** (Note: comments are required for Outstanding ratings—2,000 characters maximum):

## Additional Information

### Customer Satisfaction

Is/was the contractor committed to customer satisfaction?     Yes     No (Check one)

Would you recommend the selection of this firm again?     Yes     No (Check one)

**Government Comments on Customer Satisfaction** (2000 characters maximum):

### Contractor Key Personnel

**Contractor Manager/Principal Investigator** (name):

**Comment on Contractor Manager/Principal Investigator** (2,000 characters maximum):

**Contractor Key Person #2** (name):

**Comment on Contractor Key Person** (2,000 characters maximum):

**Contractor Key Person #3** (name):

**Comment on Contractor Key Person** (2,000 characters maximum):

### Subcontracts

Are subcontracts involved?     Yes     No (Check one)

**Comment on subcontracts** (2,000 characters maximum):

### Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan?     Yes     No     N/A (Check one)

If this is a bundled contract, did the contractor meet the goals and objectives for small business participation?

Yes  No  N/A (Check one)

Government Comments on Small Business Subcontracting Plan (2,000 characters maximum):

### Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications?  Yes  No  N/A (Check one)

Government Comments on Small Disadvantaged Business Goals (2,000 characters maximum):

## Administration Information

Project Officer/COTR Name:

Phone:

Fax:

E-mail Address:

Contractor Representative Name:

Phone:

Fax:

E-mail Address:

Alternate Contractor Representative (Required to ensure that at least one person is notified of evaluation)

Name:

Phone:

Fax:

E-mail Address:

Contracting Officer Name:

Phone:

Fax:

E-mail Address:

# Rating Guidelines

## Quality of Product or Service

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

## Cost Control

Unsatisfactory	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, this level of ability to manage cost issues constitutes a significant impediment in consideration for future awards.
Poor	Ability to manage cost issues requires significant Agency resources to ensure achievement of contract requirements.
Fair	Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, cost management issues and the Contractor has met the contract requirements.
Excellent	There are no cost management issues and the Contractor has exceeded the contract requirements, achieving cost savings to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where the contractor achieved cost savings and performance clearly exceeds the performance levels described as "Excellent".

## Timeliness of Performance

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

## Business Relations

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

**Attachment 3**

**U.S. Department of the Interior**

**FAR Clause 52.219-14, Limitations of Subcontracting**

**Subcontracting Percentage Worksheet**

**PRIME CONTRACTOR:** \_\_\_\_\_ **SOURCE:** \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_ **SOURCE:** \_\_\_\_\_

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

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

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

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

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

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

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

SUBCONTRACTING LABOR COST PERCENTAGE = \_\_\_\_\_ %

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

\*\* G&A denotes General and Administrative Costs

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

**Attachment 4 – Additional Detail Required for the Draft and Final Program Evaluation  
Summary Reports (for Del. 1 and 2)**

In addition to the Insurance Experience Component in the Program Evaluation Handbook, the following data is required. Data will be summed at the end of each section, with loss ratio, loss cost ratio, and earned premium ratio recomputed using the summed values, as applicable.

**1.0 Table of Insurance Experience for the programs.**

Summary of all years of the program:

- 1.1 By crop year;
- 1.2 By crop year, by county;
- 1.3 By coverage type: buy-up compared to Catastrophic coverage (CAT);
- 1.4 By crop year, by coverage type: buy-up compared to Catastrophic coverage (CAT);
- 1.5 By crop year, by county, by coverage type: buy-up compared to Catastrophic coverage (CAT);
- 1.6 By coverage level percentage;
- 1.7 By crop year, by coverage level percentage;
- 1.8 By crop year, by county, by coverage level percentage;
- 1.9 By reporting organization;
- 1.10 By crop year, by reporting organization;
- 1.11 By crop year, by county, by reporting organization;

**2.0 Table of Indemnity and Indemnified Acres for the programs.**

Summary table of indemnity and indemnified acres of all years of the program:

- 2.1 By cause of loss;
- 2.2 By crop year, by cause of loss;
- 2.3 By crop year, by county, by cause of loss;
- 2.4 By option code (if applicable);
- 2.5 By crop year, by option code (if applicable);
- 2.6 By crop year, by county, by option code (if applicable).
- 2.7 By crop year, by state, by county, by cause of loss, by policy count, by liability, by risk premium, by producer premium, by subsidy, by indemnity, by loss cost ratio, by earned premium, by loss ratio.

**3.0 Participation rates (in percentages) (insured acreage divided by planted acreage) for the programs, if applicable. Note: If planted acreage data is not available, use harvested acreage. Sources used and research completed to obtain this data shall be included in the report.**

Summary of participation rates for the program:

- 3.1 By crop year;
  - 3.2 By county, by crop year;
  - 3.3 By policy option (if applicable);
- Attachment 1 (con't)

- 3.4 By crop year, by policy option (if applicable);
- 3.5 By crop year, by county, by policy option (if applicable).

**4.0 The following data sets should be provided in electronic format only. Data sets under 4.1, 4.2, and 4.3, categorized in the following order, if applicable.**

- 4.1 By policy option (if applicable), by crop year;
- 4.2 By county, by crop year; and
- 4.3 By county, by policy option (if applicable), by crop year.

**5.0 Analysis of Cause of Loss Information.**

- 5.1 Provide an analysis and summary of the causes of loss by year, by state, by county, by type, by practice, by primary cause of loss, by secondary cause of loss, by policy count.
- 5.2 Provide an analysis and summary of the causes of loss by year, by state, by county, by type, by practice, by coverage level, by primary cause of loss, by secondary cause of loss, by policy count.
- 5.3 Provide a table summarizing liability, risk premium, producer premium, subsidy and indemnity by crop year, by state, by county, by primary cause of loss, by coverage level.
- 5.4 Provide a table summarizing loss cost ratio, earned premium rate, and loss ratio by type, by practice, by crop year, by cause of loss.
- 5.5 Provide a table summarizing loss cost ratio, earned premium rate, and loss ratio by type, by practice, by crop year, by cause of loss, by state, by county, by coverage level.
- 5.6 Provide an analysis and summary of the causes of loss by primary, secondary, and subsequent percentage loss by type, by crop year, by cause of loss, by policy count.
- 5.7 Provide an analysis and summary of the causes of loss by type, by crop year, by primary, secondary, and subsequent percentage loss, by state, by county, by coverage level, by policy count.

**Attachment 5 – AIP File Review Worksheet**

**AIP FILE REVIEW WORKSHEET**

CONTRACT NUMBER

AIP NAME

REGIONAL OFFICE

ITEM	QUESTION	YES or NO	REMARKS
1	Did the file material contain the Application for Insurance?		
2	Did the Application contain the insured's social security number (SSN) if they were an individual or employer identification number (EIN) if they were a person other than an individual, and all SSNs and EINs, as applicable, of all persons with a substantial beneficial interest in the entity insured, the coverage level, price election, crop, type, variety, or class, plan of insurance, and any other material information required on the application to insure the crop?		
3	Was the acreage report for each crop year submitted on or before the acreage reporting date?		
4	Did the acreage report for each crop year have all the information required?		
5	Were all the Forage Seed Contracts or if unit or acreage in unit not contracted, the copy of the accepted certification application for certified seed acreage accompanying the acreage report for each crop year?		
6	Were the production reports for each crop year turned in at the appropriate date and did the production reports have the appropriate information according to policy and procedure?		
7	For each crop year, were the claims for each loss unit filled out properly, have all the appropriate attachments, and properly signed according to the policy		

	and the loss adjustment procedure?		
8	Were there any other anomalies noted?		