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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. Federal Acquisition Regulation (FAR) subpart 12.6 is being utilized in conjunction with FAR 15 and 16.5.

Solicitation number D13PS59998 is being issued as a Request For Proposal (RFP). The Government intends to award a single indefinite-delivery/indefinite-quantity (ID/IQ) type contract entitled “Insuring Irrigation” and Task Order 1 entitled “Limited Irrigation Analysis & Evaluation” as a result of this solicitation.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 61. All clauses within the IDIQ contract apply to any resulting task orders issued during the period of performance of the IDIQ.

NAICS code Number 524298 entitled “All Other Insurance Related Activities” with a size standard of \$7.0 million; Product Service Code R410 “Support-Professional: Program Evaluation/Review/Development.”

This is a notice that this contract 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 are noted at a high level within the IDIQ solicitation and will be noted in detail in each of the individual task orders.

The IDIQ will have a base period of performance of twelve months and four, twelve-month optional periods. The periods of performance for each individual task order will be identified in the task order. The anticipated period of performance for task order 1 is five months, including 30 days for Government review period.

The objective of the IDIQ contract overall is to conduct research and analysis regarding irrigation policy for potential crop insurance program development. This effort will involve several phases that will be accomplished via task orders.

Specific deliverable schedules will be outlined in each order issued under the IDIQ.

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 for the solicitation are weighted, as follows:

Technical Approach/Key Personnel (IDIQ): 50%

Quality Control Plan (IDIQ): 10%

Past Performance (IDIQ): 10%

Technical Approach/Key Personnel (Task Order 1): 20%

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Project Management Plan (WBS & Deliverable Schedule) (Task Order 1): 10%

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 Section I – Contract Clauses for applicable clauses.

The due date for response to this RFP at the addresses specified below is on or before **2:00 PM ET November 5, 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 and Contract Specialist Denise Carrio at Denise_Carrio@nbc.gov.

RFP QUESTIONS:

Offerors must submit all technical questions concerning this solicitation in writing by e-mail to the Contracting Officer, Melissa_Onyszko@nbc.gov and Contract Specialist Denise_Carrio@nbc.gov. All questions must be submitted via e-mail, and received no later than **12:00 PM Eastern Time (ET) on October 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.

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SECTION B – SUPPLIES/SERVICES AND PRICES

IDIQ

The objective of this contract is to conduct research and analysis regarding irrigation policy for potential crop insurance program development. This effort will involve several phases that will be accomplished via task orders issued under this contract.

THE SCHEDULE
LABOR CATEGORIES AND RATES

LABOR CATEGORY FULLY BURDENED HOURLY RATE

Indirect Rates/Multipliers applicable to direct costs (other than labor):

The labor and indirect rates for each IDIQ period of performance will be included in this section upon award of the IDIQ.

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) type contract with time-and-materials/labor-hours (T&M/LH) and firm-fixed-price (FFP) type task orders. The contractor will provide quotes in response to Statements of Work during the effective period of the IDIQ contract. Only the Contracting Officer has the authority to issue task orders against the IDIQ. Orders will be either faxed or e-mailed to the contractor. The total amount of all orders under this IDIQ will total a minimum of \$175,000.00. The total amount of all orders under this IDIQ will not exceed \$3,000,000.

In order to obtain services under this IDIQ the Contracting Officer will send a Statement of Work with a request for both a technical and price response. The Contractor will send the documentation directly to the Contracting Officer, who will forward the information to the program office for evaluation. The Contractor shall use the rates quoted for the IDIQ and inserted above at the time of IDIQ award to prepare their pricing. The preparation instructions for the technical portion of the RFP *may* require the Contractor to address one or all of the following items: 1) Key Personnel being used for the task order (including any resumes or biological information required for Key Personnel not already accepted in the IDIQ), 2) Project Management Plan. The technical evaluation criteria within a RFP may not be limited to these two criteria.

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SECTION C – IDIQ STATEMENT OF WORK Insuring Irrigation

Section 1.0 General Information

1.1 Requiring Agency:

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

1.3 Contract Type Contemplated:

Firm Fixed Price or Time & Material/Labor Hour for all work. Travel and Other Direct Costs will be reimbursed at cost.

1.10 Acronyms:

ADM Actuarial Data Master
 APH Actual Production History
 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
 MPCCI 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

1.11 Definitions:

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

Actual yield - The yield per acre for a crop year calculated from the production records and/or claims for indemnities. The actual yield is determined by dividing total production (which includes harvested and appraised production) by planted (insurable) acres (unless production from uninsurable acreage is commingled with production from insurable acreage).

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.

Acceptable risk – An acceptable risk exists when: 1) an actuarially sound premium rate can be determined and charged to customers who are willing to pay the price; 2) customers cannot adversely select against the program; 3) moral hazards are avoidable and controllable; 4) there is

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enough interest for the risk to be spread over an acceptable number of insureds and geographic areas; 5) effective loss controls are available; and 6) perils are identified.

Actual Production History (APH) – A process used to determine production guarantees in accordance with 7 CFR part 400, subpart G.

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.

Adequate Water Source - A physically and legally available source of water that will provide a sufficient amount of water for a producer to carry out an irrigated practice for the reported commodity for the entire growing season, without regard to the equipment or facilities used. The source must provide a sufficient amount of water regardless of the amount of precipitation that may occur during the growing season. An adequate water source does not exist when the producer knows or has reason to know, at the time of planting or insurance/coverage attaching, as applicable, the water source is not adequate to carry out an irrigated practice. Conditions a producer knows or has reason to know include, but are not limited to, a producer’s water rights being limited or reduced, insufficient snow pack, and depleted soil moisture. Adequate water sources may be groundwater or surface water, and the producer may have regulated or unregulated access.

Agronomic classification – Classification on the basis of the crop’s use or uses.

Appendix III (Data Acceptance System Handbook) – An appendix of the 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.

Appropriate and Adequate Irrigation Equipment and Facilities - The physical resources, other than water, owned or under the control of the producer that are (1) used to regulate the flow of water from the water source to the acreage to be irrigated; and (2) available and usable at the times needed and have the capacity to timely deliver water in sufficient quantities to carry out an irrigated practice. Physical resources include, but are not limited to, pumps, valves, sprinkler heads, turn outs, gates, pipes, center pivot systems, and other water control/utilization devices.

Approved APH Yield (Approved Yield) - The yield, calculated and approved by the verifier, used to determine the production guarantee by summing the yearly actual, assigned, adjusted or unadjusted T-yields and dividing the sum by the number of yields contained in the database, which will always contain at least four yields. The database may contain up to 10 consecutive crop years of actual or assigned yields. The approved yield may have yield adjustments elected under applicable policy provisions, yield revisions/reductions or other limitations according to FCIC approved procedures applied when calculating the approved yield.

Assigned Yield - A yield assigned (by the verifier) for the most recent APH crop year in the base period (by database) if carryover insureds do not file acceptable production reports by the PRD, as required by the crop insurance policy. The assigned yield is 75 percent of the previous year's approved APH yield. Assigned yields are used in the same manner as actual yields when calculating APH yields.

Base period - Ten consecutive APH crop years immediately preceding the current policy crop year (defined in the applicable insurance policy) for which the approved APH yield is being established.

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.

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

Continuous Production Reports - Production reports submitted by an insured for each consecutive APH crop year (within the base period), including the most recent APH crop year in the base period. Continuity is not interrupted if for any calendar year the crop was not planted, prevented from being planted by an insurable cause, or NOT produced for an insurable purpose.

Contracting Office'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 year - The period within which the insured crop is normally grown, regardless of whether or not it is actually grown, and designated by the calendar year in which the insured crop is normally harvested.

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 Basic Provisions, the Crop Provisions, as published in the CFR or by RMA on its website; the Special Provisions, as applicable, and the actuarial documents.

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.

Economic risk - Production or technical risk, purchased input and saleable commodity price risks. Production or technical risk is random variability inherent in a farm's production process. Weather, disease, pest infestations; fire, wind, theft, and casualties are examples of production or technical risks. Price variability reflects changes in supply and demand. Market risk, or purchased input and saleable commodity price risks involve the variability and unpredictability of prices received for a product and prices paid for various production inputs.

Feasibility - The likelihood of developing and implementing a new crop insurance program or modifying an existing crop insurance program that will be acceptable to producers, responsible to taxpayers without affecting market price.

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. FSA administers and manages farm commodity, credit, conservation, disaster and loan programs as laid out by Congress through a network of federal, state and county offices.

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

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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).

Group Risk Plan (GRP) – A risk management tool to insure against widespread loss of production of the insured crop in a county.

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.

Insured - The named person as shown on the application.

Interview - A personal discussion conducted by a member of the review team, with interested parties, such as producers, producers groups, reinsured company personnel, agents, loss adjusters, or anyone affected by the establishment of a crop insurance program. The purpose is to permit the interviewee(s) to volunteer and discuss the benefits and problems associated with establishment of a crop insurance program.

Irrigated practice - A method of producing a crop by which water is artificially applied during the growing season by appropriate systems and at the proper times, with the intention of providing the quantity of water needed to produce at least the yield used to establish the irrigated production guarantee or amount of insurance on the irrigated acreage planted to the insured crop.

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

Limited Irrigation - A method of producing a crop by which less water is artificially applied during the growing season by appropriate systems and at the proper times than the quantity of water that was used to establish the irrigated production guarantee or amount of insurance on the irrigated acreage planted to the insured crop.

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>

NAP – Non-insured crop disaster assistance program, which is administered by FSA.

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).

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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 – a person, who, as an individual, a group of individuals, partnership, corporation, association, organization, cooperative, or other legal entity, is entitled to a share of the crop, or crop product or a share of the proceeds from the sale of the crop.

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>

Production guarantee (per acre) - The number of pounds, bushels, tons, cartons, or other applicable units of measure determined by multiplying the approved yield per acre by the coverage level percentage.

Production Report - A written record showing the insured's annual production used to determine the insured's yields for insurance purposes. The report contains yield information for previous years, including planted acreage and production. This report must be supported by written verifiable records from a warehouseman or buyer of the insured crop, by measurement of farm-stored production, or by other records of production approved by the AIP on an individual case basis in accordance with FCIC approved procedures.

Production Reporting Date (PRD) - The latest date production reports will be accepted for inclusion in the database used to calculate approved APH yields for the current crop year. The PRD is the earlier of the ARD or 45 calendar days after the earliest cancellation date for the crop for the current crop year unless otherwise stated in the SP.

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.

Quantify - Assigning measurable impacts to an action. In the context of a feasibility study, 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.

Revenue Protection – A plan of insurance that provides protection against loss of revenue due to a production loss, price decline or increase, or a combination of both. If the harvest price exclusion is elected, the insurance coverage provides protection only against loss of revenue due to a production loss, price decline, or a combination of both.

Risk – The outcome of an uncertain event that alters the financial well-being of a decision maker.

Risk Management Agency (RMA) - An agency within USDA, Risk Management Agency (RMA) 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.

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)

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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.

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

Transitional yield (T-Yield) - A yield provided in the actuarial documents which is used in calculating average and approved APH yields when less than four years of actual, temporary, and or assigned yields are available for an APH database. A percentage of the T-yield is used to complete the APH database based on the number of years of records the insured provides for the crop county: 0 years 65 percent, 1 year 80 percent, 2 years 90 percent, and .3 or more years of records 100 percent.

Verifiable records - Contemporaneous records of acreage and production provided by the insured, which may be verified by FCIC through an independent source, and which are used to substantiate the acreage and production that have been reported on the production report.

Verifier - A person authorized by the FCIC to calculate approved APH yields.

Yield Protection - A plan of insurance that only provides protection against a production loss and is available only for crops for which revenue protection is available.

Section 2.0 Work Statement

2.1 Background:

Throughout the United States there are areas where the amount of irrigation water available to producers can vary from year to year, and can be significantly impacted by drought. Many producers already face reductions from their historical water use, or will in the future. These reductions come from a variety of reasons including: reduced well capacity, compliance with interstate river compacts, Intensive Groundwater Use Control Areas (IGUCAs), and water right administrations. As a result, the RMA is evaluating the feasibility of establishing a limited irrigation guarantee for producers who apply less water than their irrigated guarantee is based on. The guarantee would be based on an acreage that is less than irrigated, but greater than non-irrigated.

Current crop insurance policies and procedures require a producer to timely apply the quantity of water needed to produce 1) at least the yield used to establish their production guarantee or, 2) the amount of insurance for the irrigated acreage planted to the insured crop. Producers who intend to apply less water have the following options:

- Apply the amount of water needed to produce the irrigated production guarantee or amount of insurance on a reduced number of acres and report the remaining acres as non-irrigated; or
- Apply less water to the total acreage and report the total acreage as non-irrigated.

RMA has worked with several interested parties from CO, KS, and NE to develop a reliable estimate of the expected reduction in yield corresponding with the intended reduction of applied

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water used to reduce a producer's fully irrigated production guarantee to a limited irrigation production guarantee, but still be consistent with an irrigated production practice.

A preliminary step toward addressing this issue was undertaken through a cooperative agreement with the University of Nebraska to model the potential reduction in yield for a given reduction in irrigation. This was intended to help growers better understand the potential trade-off they face between irrigation and production, and provide them with an additional tool for their crop management decisions. The model was developed only for corn and soybeans in a limited number of specified counties in Colorado, Kansas and Nebraska. From the model a methodology was developed in which county/crop yield reduction tables would serve as a guide for applying a reduction to the approved APH yield when a change in production methods occur as provided in 3(h)(3) of the Common Crop Insurance Policy and Section 18E of the Crop Insurance Handbook.

2.2 Objective:

The objective of this contract is to conduct research and analysis regarding irrigation policy for potential crop insurance program development. This effort will involve several phases that will be accomplished via task orders issued under the IDIQ. The potential tasks are outlined in paragraph 2.4.

2.3 Scope:

This Statement of Work (SOW) provides the framework for the research and analysis necessary in determining the types of risks and insurance needs required by producers facing reductions in their amount of irrigation water require. This research will assist RMA in determining the type of insurance coverage that may be offered to provide protection to meet the needs of these producers. If it is feasible to develop crop insurance coverage for limited irrigation specifically, the contractor may be required to prepare a report that shall provide prioritized options and recommend a course of action for RMA to use in determining the appropriate insurance coverage to meet the needs of these producers in a feasible and actuarially appropriate manner.

2.4 Specific Tasks and Work Requirements:

Task orders may be issued to obtain the following services/deliverables. Task orders will include specific statements of work that are within the scope of the IDIQ.

2.4.1 Review of Limited Irrigation

The contractor shall conduct a review of RMA's current policy and procedures for the irrigated practice. The review shall determine what changes are needed to adequately address insurance needs for producers who face reduced irrigation for a crop in an area.

2.4.2 Evaluation of the Developed Methodology

The Government may task the contractor to perform an evaluation of the methodology developed from the cooperative agreement between RMA and UNL. The evaluation shall include all materials that are a part of the developed methodology including the yield reduction tables for corn and soybeans in Nebraska, Kansas, and Colorado.

In addition, the evaluation shall include a review of RMA's draft materials for implementing a limited irrigation option based on the methodology developed by UNL. These materials contain

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proposed underwriting standards for incorporating yield reductions in cases of limited irrigation. For example, if a producer elects the limited irrigation option by the production reporting date and intends to apply less than their historical average water on a unit, the approved APH yield will be reduced by the amount in the applicable yield reduction table allowing the acreage to be insured under the irrigated practice instead of non-irrigated.

2.4.3 Limited Irrigation Better Alternative

After the contractor has conducted the evaluation and review of limited irrigation and outlined the merits or issues associated with the limited irrigation coverage described in the previous section, the Government may task the contractor to determine if there are better alternatives to provide coverage for limited irrigation. If the contractor is asked to conduct this task, they shall outline in a complete report what they recommend and how it would be better than the developed methodology described in the previous section.

2.4.4 Applicability to Offering Nationwide

The Government may task the contractor to determine if the selected limited irrigation approach will work across the nation for other producers that are impacted by limited irrigation. The Government is looking for broad approach that can work for other producers facing limited irrigation and potentially for additional crops besides corn and soybeans. The contractor shall consider which approach would best fit the needs of RMA to offer some kind of protection to producers.

2.4.5 Evaluation of Other Matters Related to Irrigation

The Government may task the Contractor to evaluate other matters related to irrigation. This includes evaluating different irrigation methods employed by producers, such as: pivot, gravity, flood, surge, and sub-surface drip.

2.4.6 Development:

Upon determination of the conclusions and recommendations provided by the various reports, the Government may require the contractor to develop the appropriate crop insurance program submission package, serve as a resource to RMA when the program goes to before the FCIC Board of Directors, and develop a training package that is consistent with the developed plan of insurance that is intended for industry and RMA personnel.

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SECTION D – PACKAGING AND MARKING

NOT APPLICABLE

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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.

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SECTION F – DELIVERIES OR PERFORMANCE

Other Contract Requirements

Places of Performance:

The Contractor shall perform work primarily in its own offices or in the field.

Period of Performance:

The period of performance for this contract is a base period of one year. There are four, twelve-month optional periods that the Government may exercise. Each individual task order shall have its own period of performance that needs to allow for at least a minimum of 30 calendar days review for the Government for each deliverable specified in the order.

Delivery Schedule:

The delivery schedule will be outlined in each task order. Any deliverable schedule needs to take into consideration the 30 calendar days Government review period so that the schedule accommodates the review period while minimizing disruption to the remaining delivery due dates.

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 will be detailed in each Task Order.

Monthly Progress Reporting:

The Contractor shall deliver one progress report by the 15th of each month that address progress on the contract work requirements, as they occur. The report shall address any specific task orders that are awarded and shall also include trip descriptions and significant meetings held or attended in performance of each task orders. 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 report 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.

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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

Contract Specialist:

Denise Carrio
 381 Elden Street, Suite 4000
 Herndon, VA 20170
 Phone: 703-964-3631
 Email: 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 general information:

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

For Firm-Fixed-Price orders include in addition to the general information above:
 Price of Deliverable

For T&M/LH orders include in addition to the general information above:
 Labor Category Rate
 Hourly Rate
 Number of Hours Incurred for the billing period and cumulative to date

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 in accordance with the instructions provided in the contract.

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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 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

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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.

- Images
 - 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.
 - A section 508 compliant alt tag should contain a description of the image as opposed to simply the name of the image.
- Maps, Charts, and Graphs
 - 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.
 - 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.
 - Alt tags are not acceptable to describe the contents of maps, charts, graphs, or tables.
- Creating 508 Compliant PDF Documents

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- 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 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/>

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 Contractor provides oral presentations to RMA personnel.

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.

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Data Rights:

In accordance with FAR Clause 52.227.17, the government has unlimited rights regarding the work effort produced by the contractor for reports, rating and pricing methodologies, computer code and spread sheets that are developed under the work product to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and have the rights to grant others permission to utilize the work produced.

OTHER DIRECT COSTS/TRAVEL

Other Direct Costs (ODCs) may be required for this task. The Contractor is limited to purchasing only those items that were submitted in their proposal/task order quote and indicated as ODCs. Any request for ODCs that were not originally proposed must be submitted in writing to both the COR and the Contracting Officer CO well in advance of the date that the ODC is required. The request must include the proposed price, all supporting documentation necessary to support a determination that the price is “fair and reasonable,” and an explanation regarding the need for the ODC. The price of the item shall not exceed both the Contractor’s sale price to its most-favored customer. This does not apply to travel costs.

Contractor personnel shall perform task travel, in accordance with the needs of the task schedule and as described in the Task Order. The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COR under this effort. All travel shall be approved and documented, by the COR, prior to commencement of travel arrangements. The Contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal Acquisition Regulation 31.205-46. Contractor shall utilize economy class for airfare and car rental. Travel originally not proposed must be approved by the CO since it normally results in an increase in the amount of incurred costs under the contract. Travel costs with proper documentation (e.g., receipts, copy of credit card statement, etc.) must be submitted with the invoice for contractor reimbursement.

Conflict of Interest:

In order to avoid an organizational conflict of interest and attempt to ensure an objective and unbiased evaluation, any person or entity who at the time of the Contractor’s submission of an offer or any time thereafter is or was involved with the development of the yield reduction tables that are being evaluated under this Contractor or any associated Order; specifically, but not limited to those yield reduction tables for Colorado, Kansas, and Nebraska, shall not be eligible to participate in the performance of this Contract or any Order as a prime Contractor or subcontractor.

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

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ORGANIZATIONAL CONFLICT OF INTEREST

- a) It is the intent of this Agency to avoid awarding Contracts and Orders that could create potential conflicts of interest. Such a situation could occur in the execution of this Contract or any associated Orders when the Contractor or any subcontractors were involved in the development of the yield reduction tables related to this Contract or any associated Orders. 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 or any associated Order 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 or any subcontractor 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 and/or any Order 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 and/or Order for cause, debar the Contractor from Government contracting or pursue such other remedies as may be permitted by law or this Contract and/or any Order.
- 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.

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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)

52.216-31 – T&M/LH Proposal Requirements – Commercial Item Acquisition (Feb 2007)

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).

___ (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).

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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).

X (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.

___ (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.

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

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

X (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)).

___ (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).

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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.

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).

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___ (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).

___ (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.*).

X (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.*).

___ (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.*).

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___ (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.

(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.

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(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).

(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)

52.216-18 – Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued from date of award and will have an end date not exceeding 6 months past the end date of the most recent exercised option/period of performance under the ID/IQ.

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(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 -- Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$0, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$3,000,000;

(2) Any order for a combination of items in excess of \$3,000,000; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 -- Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

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(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 6 months past the end date of the most recent exercised option/period of performance under the ID/IQ.

(End of Clause)

52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. **Therefore, the rates utilized for this option will be those same rates being utilized during the period at which the notification of extension is provided to the contractor.** These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days prior to the start of the Option.

(End of Clause)

52.217-9- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days prior to the start of the Option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months, including the Option Period included in 52.217-8.

(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.

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

Employee Class	Monetary Wage -- Fringe Benefits
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)

52.244-2 – Subcontracts (Oct 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

All subcontractors other than those evaluated at the time of award.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

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**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.

(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.

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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.
- (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.

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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 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 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%

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post consumer content white paper to meet the intent of FAR 52.204-4, Printing/Copying Double-Sided on Recycled Paper.

(End of Local Clause)

LIMITATION OF FUNDS AND COST

THIS ONLY APPLIES FOR T&M/LH ORDERS OR PORTIONS OF ORDERS

The parties estimate that performance of this Order will not cost the Government more than the following estimated amounts:

TO BE NOTED IN RESPECTIVE TASK ORDER.

The Contractor agrees to use its best efforts to perform the work specified within the estimated cost. The Schedule specifies the amount presently available for payment by the Government and allotted to this Order, the items covered, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the Order up to the full estimated cost to the Government specified above. The Contractor agrees to perform, or have performed, work on the Order up to the point at which the total amount paid and payable by the Government under the Order approximates but does not exceed the total amount actually allotted by the Government to the Order.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

The costs the Contractor expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified for the period of performance; or,

The total cost for the performance of this Order, will be either greater or substantially less than had been previously estimated.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Order.

Except as required by other clauses of this Order, specifically citing and stated to be an exception to this clause --

The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified for each period of performance; and,

The Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of this Order) or otherwise incur costs in excess of the estimated cost specified for each period of performance, until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total cost of performing this Order.

No notice, communication, or representation in any form other than that specified in subparagraph above, or from any person other than the Contracting Officer, shall affect this Order's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during

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the course of the Order or as a result of termination.

If the estimated cost specified for any period of performance is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

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SECTION J - ATTACHMENTS

- 1) Statement of Work for Task Order 1
- 2) Client Authorization Letter
- 3) Contractor Past Performance Questionnaire
- 4) Subcontracting Percentage Worksheet

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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;
- (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;

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- (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—

- (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”—

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(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.

“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)

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(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.

(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—

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(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—

(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

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that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(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 --

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$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)

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(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.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

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[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *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:

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(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.”

(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

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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

(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

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filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed End 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 is 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—

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the Offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The Offeror does 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—

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(i) If the Offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the Offeror shall notify the Contracting Officer as soon as possible; and

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

(1) *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 (1)(3) through (1)(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);

Corporate entity (tax-exempt);

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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.

(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

(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—

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(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:

"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

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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 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.

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The forms can be accessed through the following website: www.ocio.usda.gov/forms/doc/AD-3030.docx and 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.

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 and www.ocio.usda.gov/forms/doc/AD-3031.docx

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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

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.

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 D13PS59998

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, 15 and 16.5. This requirement is for the purpose of entering into a contract and Task Order 1 for the purposes of obtaining the deliverables and services stated in the statements of work. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-61.

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

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RFP DUE DATE:

The due date for response to this RFP at the addresses specified below is on or before **2:00 PM ET November 5, 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 and Contract Specialist Denise Carrio at 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 --

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.

RFP QUESTIONS:

Offerors must submit all technical questions concerning this solicitation in writing by e-mail to the Contracting Officer, Melissa_Onyszko@nbc.gov and Contract Specialist Denise_Carrio@nbc.gov. All questions must be submitted via e-mail, and received no later than **12:00 PM Eastern Time (ET) on October 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.

INSTRUCTIONS

Your Proposal must include the following information on the title page of each volume submitted for both the IDIQ and Task Order 1:

- 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

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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 responses as follows:

The proposal must be submitted in volumes, as indicated: 1) Technical for IDIQ, 2) Past Performance for IDIQ, 3) Price for IDIQ; 4) Technical for TO 1; 5) Price for TO 1. No pricing information should be included in the non-price volumes. Any pricing information included in the non-price volumes will be removed prior to the technical evaluation team receiving the technical responses.

Technical Proposals Format:

Technical proposals are limited to 30 pages (15 pages for Task Order 1), 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 offer 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)

VOLUME 1 – TECHNICAL APPROACH FOR IDIQ

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:

- An explanation of the steps the offeror would take to research and evaluate the irrigation situation for producers, specifically based yield variability as result of reduced irrigation.
- A discussion of the techniques the offeror would utilize to assess and quantify the risk associated with offering limited irrigation as crop insurance coverage specifically in anticipation of a limited data scenario.
- A discussion of the techniques the offeror would use to assess and quantify the risk associated with offering this product and determining the risks to producers and Risk Management Agency crop insurance coverage.
- An explanation of the steps the offeror would take to develop a crop insurance program for producers, including which growing areas are appropriate for implementing a limited irrigation program, along with recommendations of appropriate technical strategies for development of all program materials, rating, and pricing; crop provisions, and special provisions in conjunction with the

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applicable provisions of the Common Crop Policy, Basic Provisions, and the Catastrophic Risk Protection Endorsement.

- 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. Individual team member listings shall be limited to one page, utilizing at least 12-point font. Indicate which personnel are subcontractors.

Quality Control Plan:

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

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

Non-price Assumptions and Conditions:

- The Offeror shall detail all technical assumptions and conditions upon which the Offeror's submittal 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 FOR IDIQ

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 the IDIQ Statement of Work.
- Include the following information:
 - Project title and description;
 - Contract number, type of contract, and amount;
 - 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 (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.

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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, 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 FOR IDIQ

The price proposal shall be separate from the technical proposal. Offerors shall indicate the labor categories and rates proposed for each IDIQ period of performance (base and four optional periods). Offerors shall indicate any labor categories affected by the Service Contract Act. Identify information as required by FAR 52.216-31. Provide information as required by FAR 52.244-2 if planning on subcontracting. Identify if indirect rates will be applied to Other Direct Costs/Travel for each period of performance, 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. Offeror shall submit a completed Subcontracting Percentage Worksheet with their quote.

Price Assumptions and Conditions:

The Offeror shall detail all price assumptions and conditions upon which the Offeror's submittal 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.

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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.

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.

VOLUME 4 – TECHNICAL FOR TASK ORDER 1

TECHNICAL/KEY PERSONNEL/PROJECT MANAGEMENT PLAN

1. Technical Approach

The offeror shall provide a technical approach of the work it intends to accomplish for the specific task order. This should outline the steps it intends to take in order to complete the task order.

2. Key Personnel

A list of key personnel (those who would have primary responsibility for performing and/or managing the effort, including subcontractors). Indicate which are subcontractors. If key personnel are different than those quoted as key personnel under the IDIQ, the offeror shall provide the qualifications and specific experience for each key person; and the specific organizational experience for previous work of this nature that the key personnel or organization have performed within the last five (5) years. Individual team member listings shall be limited to one page, utilizing at least 12-point font.

3. Project Management Plan containing:

A Work Breakdown Structure (WBS) organized around the contract deliverable, and identifying work activities (tasks) down to the work package level, and labor resource estimates (categories and hours) assigned to each task. The delivery schedule, which shall identify the number of calendar days the deliverable is due to RMA, from contract award or project start date. The delivery schedule must take into consideration the 30 calendar day RMA review period. The contractor shall also provide the number of productive hours each skill type will devote to quality control.

ASSUMPTIONS AND CONDITIONS:

The Offeror shall detail all non-price assumptions and conditions upon which the Offeror's submittal 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 5 – PRICE FOR TO 1

The Price proposal 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

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miscellaneous or material costs for deliverables and major components of deliverables in order to facilitate the Government's assessment of price realism and performance risk. Identify if indirect rates will be applied to Other Direct Costs/Travel.

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 Task Order 1:
 - 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.

ASSUMPTIONS AND CONDITIONS:

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

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)

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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.

Evaluation factors for the solicitation are weighted, as follows:

Technical Approach/Key Personnel (IDIQ): 50%

Quality Control Plan (IDIQ): 10%

Past Performance (IDIQ): 10%

Technical Approach/Key Personnel (Task Order 1): 20%

Project Management Plan (WBS & Deliverable Schedule) (Task Order 1): 10%

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. Pricing that is not realistic may constitute a performance risk to the Government in terms of quality and ability to meet delivery schedules.

TECHNICAL APPROACH FOR IDIQ:

This factor evaluates the Offeror's Technical Approach to accomplish the work/tasks outlined in Proposal Instructions and the Statement of Work described; the Government will evaluate the offeror's planned approach for researching, analyzing, and making recommendations about limited irrigation as a potential crop insurance program. Aspects that will be considered are the offeror's capability to provide the reports in compliance with the SOW include, but are not limited to, analytical rigor, depth of research proposed, use of resources, knowledge of what it takes for RMA to offer an actuarial sound program, practicality and knowledge of crop insurance. Key Personnel will be evaluated based on the individual skills, education, and experience of the key personnel proposed for this project.

QUALITY CONTROL PLAN FOR IDIQ:

Proposals will be evaluated on 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.

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PAST PERFORMANCE FOR IDIQ:

The Government will also 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.

The Government will also 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.

TECHNICAL APPROACH FOR TASK ORDER 1:

1. Technical Approach: The government will evaluate what the contractor proposes to accomplish the work outlined in the task order statement of work.
2. Key Personnel: The government will evaluate based on the individual skills, education, and experience of the key personnel quoted for this project.
3. Project Management Plan (WBS and Deliverable Schedule): Quotations will be evaluated on the work breakdown structure, and the quoted delivery schedule. The government is looking for a work breakdown structure and delivery schedule that demonstrates the most effective, efficient and optimal technique to manage the contract, and meet the goals, objectives, and requirements. The Government will also evaluate the number of productive hours each skill type will devote to quality control.

PRICE FOR IDIQ AND TASK ORDER 1:

The government will determine if the labor rates for each labor category and indirect rates or other multipliers proposed for the IDIQ are fair and reasonable.

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For the quote submitted for the task order, the labor hours as quoted for the labor categories and rates, along with any indirect rates or other multipliers (as proposed in the IDIQ) will be evaluated to ensure they are those quoted for the IDIQ. The price quote for the order will be evaluated in conjunction with the offeror's approach to determine if the labor hours per labor category are appropriate and if the price is realistic and fair and reasonable based on the offeror's approach. The Government will evaluate the travel and other direct costs to ensure the stated amount is fair and reasonable. .

(b) Optional periods include: 1) four, one-year options in accordance with FAR 52.217-9, and 2) one, up to six months, option period in accordance with FAR 52.217-8. Since the option under 52.217-8 would be exercised utilizing the rates being used when the contractor would receive notice of the Government's intent to exercise the option, evaluating the rates for the base period and the four, one-year options will serve as evaluation of the rates for the 52.217-8 option. The Government may determine that an offer is unacceptable if the option rates are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

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ATTACHMENT 1

STATEMENT OF WORK

USDA Risk Management Agency

Statement of Work

For

***Limited Irrigation Analysis & Evaluation –
Task Order #1***

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Section 1.0 General Information

All terms and conditions of the IDIQ contract will apply to the resultant task order.

1.1 Contract Type Contemplated:

Firm Fixed Price

Section 2.0 Work Statement

2.1 Objective:

The objective of this task order is to conduct two reviews regarding Limited Irrigation. This SOW provides the framework for these efforts, including the development of all materials necessary for RMA to administer any changes or modifications to the existing crop insurance program.

2.2 Scope:

This task order will involve submitting two separate reports; however the work can be accomplished simultaneously. The work will involve data collection, review and analysis, and report writing.

2.3 Specific Tasks and Work Requirements: Task

Order against the IDIQ

2.3.1 - TASK# 1 (Paragraph 2.4.1 of the IDIQ)

The contractor shall conduct a review of RMA's current policy and procedures for the irrigated practice. This review shall include the Common Crop Insurance Basic Provisions, the Course Grains Crop Provisions, the applicable Special Provisions, Crop Insurance Handbook, and Loss Adjustment Manual Standards Handbook. During the review, the contractor shall document and outline the adequate and inadequate policy and procedure for handling reduced irrigation. The review shall determine what changes are needed to adequately address a producer's risk management needs, when facing reduced irrigation for a crop in an area.

2.3.2 - TASK# 2 (Paragraph 2.4.2 of the IDIQ)

The contractor shall also evaluate if limited irrigation would be a feasible alternative crop insurance product. The contractor shall review and evaluate all RMA provided documents for limited irrigation including the University of Nebraska – Lincoln (UNL) developed methodology, yield reduction tables for corn and soybeans in Nebraska, Kansas and Colorado, and the RMA drafted limited irrigation underwriting procedures.

During the evaluation the contractor shall address the following concerns and questions:

- The methodology appears to be based on yield trial data from relatively limited areas, additional research is needed to determine if the model results are applicable to other

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areas and especially other soil types. This is critical because an inappropriate yield adjustment could dramatically over or underinsure producers.

- The methodology was focused on the effect of irrigation on yield *levels*, but has not addressed the effect on yield *variability*. This is needed because the variability of yields is what determines losses and premium rates. Without a sufficient understanding of how much yield risk increases as irrigation decreases, RMA does not have a basis to establish actuarially sound premium rates.
- Are acceptable records available and accessible on applied irrigation (such as timing, frequency, and location of historical irrigation practices) for insurance companies to establish accurate insurance offers and guarantees for limited irrigation?
- Allowing limited irrigation acreage to be reported as an irrigated practice would seem to inflate future eligibility for irrigated prevented planting payments since a producer would not have to reduce the number of planted irrigated acres under limited irrigation. What potential premium rate increase would this present?
- Are the data supporting limited irrigation models sustainable and maintainable in the future so appropriate coverage and premium rates can be properly updated?
- Is the premium rate generated under continuous rating for the lower limited irrigated yield using the irrigated practice rate table a reasonable estimate of the risk?
- If the lower limited irrigated yield seeks the appropriate rate level (a higher rate) on the irrigated practice rate table, why wouldn't the limited irrigated yield seek the appropriate rate (since the higher limited irrigated yield relative to the reference yield would generate a lower rate) on the non-irrigated practice rate table?
- Should there be a separate limited irrigated practice with applicable rates?
- Agents and producers would be required to provide and maintain the supporting records for the amounts of water that has been previously applied. These water records would show the volume of water used but it may not be known if such water was actually applied nor where it was applied. The amount of actual applied irrigation could vary from year to year depending on the actual weather conditions which affect how much supplemental irrigation water is required. Would verification of the amount of applied water need to be an underwriting function for each APH database every year or just a determination to assess uninsured causes of loss?
- What are the potential impacts of implementing a limited irrigation product to RMA and AIP systems, forms, and processing?
- Any other additional questions or concerns discovered by the contractor during the limited irrigation evaluation.

While addressing the above questions, the contractor shall also do the following:

- Conduct a rating analysis of the limited irrigation methodology under the irrigated practice.
- Conduct one regional listening session that includes all applicable limited irrigation stakeholders to solicit concerns and feedback with the limited irrigation proposal.
- Provide a list of Pros/Cons associated with using limited irrigation in place of current policy and procedure for the irrigated practice.
- Suggest modifications and improvements to the limited irrigation methodology developed by UNL and RMA's drafted procedures.

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Section 3.0 Schedule of Work

3.1 Places of Performance:

The Contractor shall perform work primarily at its own offices.

3.2 Period of Performance:

The period of performance is estimated to be a period of 5 months, which includes the RMA 30-day review time.

3.3. Delivery Schedule

The contractor shall submit a Delivery Schedule to RMA that takes into consideration the 30 calendar days for the Government review period. RMA is looking for two separate reports; however the work can be conducted simultaneously.

Deliverable No.	Type of Deliverable	Contract Type	Completion Period/Submission Due Date:
1 - Limited Irrigation Review	Report	FFP	Within 30 calendar days after contract award.
2 – Limited Irrigation Evaluation	Report	FFP	Within 90 calendar days after contract award.

3.4 Travel Costs

Travel will be required for this task order to conduct at least one listening session that includes all applicable limited irrigation stakeholders.

Section 4.0 Other Requirements

4.1 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 COTR must be notified, in writing, with a proposed plan of action. The Contracting Officer and COTR 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

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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.