



To: Prospective Offerors

Subject: Request for Proposal (RFP), 12319818R0002 Farmers Markets Support Services

The United States Department of Agriculture, Food and Nutrition Service (FNS) intends to establish a BPA with the vendor that presents the most advantageous proposal to the Government.

This Request for Proposal Notice is intended for small businesses only. This RFP is for a Blanket Purchase Agreement (BPA). A BPA is not in and of itself a contract and it is not to be construed as a contract commitment by the U.S. Government, nor will the U.S. Government pay for information solicited.

The USDA, Food and Nutrition Service (FNS), Supplemental Nutrition Assistance Program (SNAP) is seeking RFP responses from qualified small business vendor sources capable of providing performance-based contractual support for the Electronic Benefit Transfer (EBT) Equipment Program to administer the distribution of EBT equipment and services to eligible SNAP-authorized farmers markets (FM) and Direct Marketing Farmers (DMF); and to provide promotional and reporting services related to this support.

The FNS will also determine the availability and technical capability of qualified small businesses, including small disadvantaged businesses (SDB), 8(a) small businesses, woman-owned small businesses (WOSB), veteran owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), economically disadvantaged women owned small businesses (EDWOSB) and Historically Under-utilized Business Zone (HUBZone) small businesses capable of providing performance-based contractual support for the Electronic Benefit Transfer (EBT) Equipment Program to administer the distribution of EBT equipment, including accepting applications, tracking, and monitoring status for equipment orders via an online portal, and related services to eligible SNAP-authorized farmers markets (FM) and Direct Marketing Farmers (DMF); and to provide promotional and reporting services related to this support.

This RFP seeks responses from qualified vendor sources outlining their approach, methodologies, technologies and techniques in meeting the below listed tasks for the SNAP objectives effectively and efficiently. Responses shall include providing all necessary and pertinent personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, other items and non-personal services necessary to perform the services outlined in the below performance work statement (PWS), except for any of those items specified as Government furnished property and services.

This solicitation is set aside for small business concerns. In accordance with (IAW) provision 52.219-1. All responding small business firms are requested to identify their firm's size and type of business as reported to the North American Industrial Classification System (NAICS) code. For this acquisition, pursuant to FAR 14.404-2(a) as an essential requirement, only small business concerns that already have NAICS code 541614 Process, Physical Distribution and Logistics Consulting Services and the Small Business Standard of \$15 Million who respond with a conforming proposal may be considered for evaluation. Teaming arrangements and joint ventures may be considered for any subsequent procurement based on the Government's market research, provided the prime contract is awarded to an applicable small business and that small businesses with the aforementioned NAICS code provides fifty one percent or more of the support.

The FNS seeks to identify a small business concern that can demonstrate their experience, skills, and qualifications, and explain in appropriate detail their approach and competency in each of the items outlined in the below PWS. Clarity and completeness is paramount. For this acquisition, pursuant to FAR 14.404-2(a) as an essential requirement, responses should not merely restate the requirements without describing the approach, experience, examples, etc.

Submission requirements:

1. Limit the length of the response package to 25 pages single sided and single spaced.
2. 1 inch margins (top, bottom and sides).
3. Times New Roman font - 12 point.
4. The 25-page limitation does not include, if submitted, 1 cover page, appendices, 1 letter of introduction page or 1-page capability statement or resumes.
5. Do not include promotional materials.

Please specify one primary and one alternate Point of Contact (POC) if applicable, within your firm, including telephone numbers and email addresses. Only electronic copies of response packages will be accepted.

Any clarifying questions are due by Tuesday January 23, 2018 at noon Eastern Time.

Email questions to Tset Wong at tset.wong@fns.usda.gov and cc to Lawrence Williams at Lawrence.Williams@fns.usda.gov. Phone call questions will not be accepted. Clarifying questions e-mails shall contain the following subject line: Clarifying questions to RFP Notice – 12319818R0002 Farmers Markets Support Services.

RFP Responses may be received at any time but not later than Tuesday February 06, 2018 at noon Eastern Time. Email RFP responses to Tset Wong at tset.wong@fns.usda.gov and cc to Lawrence.Williams@fns.usda.gov. Phone call questions will not be accepted.

Response e-mails shall contain the following subject line: Response to RFP Notice – 12319818R0002 Farmers Markets Support Services.

Sincerely,

Lawrence Williams, CONTRACTING OFFICER

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SECTION 1 SOLICITATION DESCRIPTION

1.0 GENERAL DESCRIPTION

BEST VALUE

BLANKET PURCHASE AGREEMENT

FOOD AND NUTRITION SERVICE

In the spirit of the Federal Acquisition Streamlining Act, the Food and Nutrition Service (FNS) anticipates entering into a cooperative blanket purchase agreement (BPA) to further reduce the administrative costs of acquiring commercially available services and/or products.

BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. Contractor Team Arrangements are permitted in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive individual purchases. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:

AWARDEE SIGNATURE

DATE

CONTRACTING OFFICER

DATE

**FOOD AND NUTRITION SERVICE
BLANKET PURCHASE AGREEMENT**

The Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with the USDA Food and Nutrition Service (FNS):

- (1) The following contract services may be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the call orders (task orders):

ITEM (Model/Part Number or Type of Service)

SPECIAL BPA

DISCOUNT/PRICE

A) Priced Task orders

Stated on each task order

B) Other un-priced tasks meeting the requirements

Stated on each task order

of the BPA in accordance with proposed (GSA) discounted prices, if any.

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

As specified per Task Order

As specified per Task Order

- (3) The Government estimates, but does not guarantee that the volume of purchases through this agreement will be \$18,000,000.00.

- (4) This BPA does not obligate any funds.

- (5) This BPA with the Food and Nutrition Service expires one year from date of award unless options, if any, are exercised.

- (6) The following office is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

USDA FNS

Any warranted contracting officer

- (7) Orders, if any, will be placed against this BPA using Optional Form OF 347.

- (8) Unless otherwise agreed to, all deliverables under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum (for supply orders only):

(a) Name of Contractor;

- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Task/Call/Delivery Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); CLIN deliverables, and
- (h) Date of Shipment/Services.

(9) The requirements of a proper invoice are as specified in the Federal Acquisition Regulation (FAR) 32.905(b)(1). Invoices will be submitted to the Invoice Processing Platform online for the task/call/delivery order issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases task orders/call orders made pursuant to a firm-fixed-price (FFP). FFP contract types places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Ordering Procedures for BPAs

o *Single-award BPA*

- o If the ordering activity establishes a single-award BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.
- o Orders placed by USDA agencies other than FNS.

USDA ordering activities outside of FNS must contact the FNS CO prior to placing any orders.

*Ordering activities outside USDA are prohibited from placing orders under this BPA.

SECTION 2 CLAUSES

2.0 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/browsefar>

52.202-1 Definitions.

52.203-6 Restrictions on Subcontractor Sales to the Government.

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

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

AGAR 452.237-75 Restrictions Against Disclosure (FEB 1988)

2.1 Clauses Incorporated In Full Text:

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

FAR 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 10 days, 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 five years.

(End of clause)

AGAR 452.237-74 – KEY PERSONNEL (FEB 1988)

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

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

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

(End of clause)

52.232-32 -- Performance-Based Payments.

Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may,

at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall --

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

SECTION 3- DOCUMENT, EXHIBITS, or ATTACHMENTS

3.0 Attachments

- BPA PWS see Attachment I below
- Past Performance Questionnaire see Attachment II below

SECTION 4 SPECIAL REQUIREMENTS

4.0 Quality Control:

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The Contractor shall submit the Quality Control Plan (QCP) with submission of their proposal.

4.1 Supervision of Employees:

The Contractor's employees shall remain under the Contractor's direct supervision at all times. Although the Government will coordinate within the scope of the contract, detailed instruction for the Contractor's employees and supervision shall remain the responsibility of the Contractor.

4.2 Subcontractors/or Staff:

The Contractor is responsible for overseeing all work in accordance with the contract. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

4.3 Quality Assurance:

The Government shall evaluate the Contractor's performance under this contract in accordance with FAR Subpart 46.4 Government Contract Quality Assurance. This is primarily focused on

what the Government will do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards contained within the PWS will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

4.4 Organizational Conflict of Interest:

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

4.5 Security:

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

(a) Sensitive Information Storage and Disclosure

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

(b) Protection of Information

All information about the USDA networks and/or the security posture of any USDA information asset gathered or created under this contract will be considered SBU information. It is

anticipated that this information will be gathered, created and stored within the primary Government work location. If the Contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. If the Contractor must remove any materials from the primary work location prior approval must be obtained from the Contracting Officer's Representative (COR).

(c) Security and Privacy

The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information may be subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

(d) Sensitivity of Deliverables

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

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

(e) Facility Access

All Contractor personnel who work at the USDA/FNS site must have approval for facility access; the Contractor must supply the names and other required information of those employees selected to perform the work to the COR.

(f) Special Requirements

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

- Computer Security Act of 1987
- Federal Information Security Management Act (FISMA) of 2014
- OMB Circular A-130, Management of Federal Information Resources
- Presidential Directive Decision 63, Critical Infrastructure Protection (CIP)
- Presidential Directive Decision 67, Enduring Constitutional Government and Continuity of Government Operations
- Homeland Security Presidential Directive 7
- Homeland Security Presidential Directive 12 (and all amplifying guidance)
- NIST's Guide for Developing Security Plans for Information Technology Systems (Special Publication 800-18)
- NIST, The United States Government Configuration Baseline (USGCB), <http://usgcb.nist.gov/index.html>
- NIST Special Publication 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations, April 2013
- NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, February 2010

- National Information Assurance Partnership Common Criteria Evaluation & Validation Scheme, <https://www.niap-ccevs.org>
National Vulnerability Database Version 2.2 and the Federal Desktop Core Configuration (FDCC) settings; <http://nvd.nist.gov/home.cfm>
Federal Information Processing Standard (FIPS) Publication 140-2, Security Requirements For Cryptographic Modules, January 2002
- USDA FNCS 702 Handbook, Information Systems Security Guidelines and Procedures, November 18, 2015
- USDA Departmental Regulation DR 3540-003, Security Assessment and Authorization, August 2014
- USDA Departmental Regulation DR 3140-002, USDA Internet Security Policy, March 1995
- USDA Departmental Regulation DR 3440-2, Control and Protection of Sensitive Security Information, January 2003
- USDA Departmental Regulation DR 3180-001, Information Technology Standards, May 2015
- USDA Departmental Regulation DR 3505-003, Access Control for Information and Information Systems, February 2015
- U.S. Government “Plain Language” Guidelines
- <https://www.usda.gov/plain-writing>

(g) **Confidentiality and non-Disclosure**

The Offeror may have to access proprietary information and shall be required to sign non-disclosure and conflict of interest statements. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by the agency that have been generated by the Offeror are the property of the U.S. Government and cannot be reproduced, or retained by the Offeror. When no longer required, this information, data, and/or equipment will be returned to Government control. All documents and information pertaining to network vulnerabilities, security policy, operational procedures or related functions shall be maintained under absolute accountability and relinquished to the COR upon completion of the contract.

(h) **Hours of Performance:**

Work hours shall be determined at the BPA Call level.

(i) **Security:**

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

Personnel Security Clearance Requirements-Sensitive-But Unclassified (SBU) Materials:

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

(a) General

(1) The Government anticipates that the work to be performed under this contract may involve access to SBU materials and non-sensitive materials. SBU materials may include, but are not limited to: computer systems and information, Privacy Act protected information, and FNS proprietary information. Duplication or disclosure of the data and other information to which the Offeror may have access as a result of this contract is prohibited by Public Law. All contractor personnel will be required to meet a minimum background investigation standard which will be based on the nature of the work specific to this contract.

(2) In general, services performed by Offeror personnel may fall within three (3) "risk" categories as described below:

(A) Moderate Risk (MBI): Contract personnel with network or computer administrative rights, software development or software code responsibilities, recurring access to PII or security-sensitive information (SSI), physical access to restricted space, or fiduciary responsibility or influence.

(B) Low Risk (NACI): All other contract personnel performing work for 120 days or more.

(C) Short Term (Fingerprint): Contract personnel performing less than 120 days. Subject will be eligible for interim standard access, but ineligible for accesses described above under Moderate Risk.

(b) Types and Number of Background Investigations Required

(1) Work performed under the contract may fall within one or more of the risk categories defined in paragraph (a)(2) above. As a result, the Contractor's personnel must undergo a background investigation. The type of background investigation required will be commensurate with the risk factor associated with the duties of each position and the type of access required. Prior to award of the contract, the Contracting Officer's Representative (COR) will determine the exact number and types of background investigations that may be required for all Offeror positions. For planning purposes, the Government estimates that the following number and types of background investigations will be needed:

<u>Risk Category</u>	<u>Number of Investigations Needed</u>
High Risk (MBI)	To be determined at the Task Order level
Moderate Risk (NACI)	To be determined at the Task Order level
Low Risk-Short Term (fingerprints)	To be determined at the Task Order level.

(Primarily applies if Vendor personnel are stationed at a Government work location.)

(2) The Offeror will not be permitted to commence performance under the contract until a sufficient number of its personnel, as determined by the COR, have received requisite

background investigations. A “Background Investigation Request For Contractor Employees” form (FNS-775) must be completed by the COR and submitted to the Contract Management Division (CMD) for processing.

(3) During the life of this contract, the Offeror shall ensure that no Offeror or sub Offeror employee commences performance hereunder prior to receipt of authorization from the Contracting Officer or COR.

(c) Background Investigations Requirements

The minimum investigative requirements are as follows:

(1) High Risk Positions:

The background investigation shall be an MBI (Minimum Background Investigation). The MBI includes a NACI, a face-to-face personal interview between the investigator and the subject, and written or telephone inquiries to employers, residential references, places of education and personal references.

(2) Moderate Risk Positions:

The background investigation shall be a NACI (National Agency Check with Inquiries). The NACI consists of a check of Federal databases, written inquiries and record searches covering specific areas of a subject’s background during the past 5 years.

(3) Low Risk-Short Term Positions:

The background investigation shall be a Federal Bureau of Investigation Name and Fingerprint check.

(d) **Separation/Termination of Offeror Employees/Completion of Contract**

At the completion of the contract or separation/termination of any Offeror employee (no later than the last day of performance under the contract), a “Government Contractor’s Employee Separation Checklist” (FNS-774) must be completed and signed by the COR and Contracting Officer.

4.6 FNS IT System Access:

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

Office of Information Technology
Information Security Office
3101 Park Center Drive, Room 304
Alexandria, VA 22302, (703) 305-2242

Additionally, all new contract employees accessing FNS’ systems and/or sensitive data are required to complete Information Security Awareness Training prior to obtaining computer and

sensitive data access. This training shall be coordinated with the COR. A hard copy of the security training may be sent to Offerors whose staffs are performing at off-site locations

4.7 Section 508 – Accessibility of Electronic and Information Technology:

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

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

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

1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or

2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.

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

(e) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first. To access more information regarding Section 508: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

4.8 Data Rights:

The Government has unlimited rights to all programs/documents/materials produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property

of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

4.9 ADP Compatibility:

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

4.10 Information Technology Security Training And Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by USDA.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

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

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

4.11 Printing:

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

4.12 Paperwork Reduction Act:

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

SECTION 5- CONTRACT ADMINISTRATION

5.0 Post Award Conference:

Within the two weeks after contract award, the contractor shall provide a draft agenda to FNS and hold a telephone discussion with FNS to schedule the orientation meeting, discuss the agenda and decide who will attend the meeting. Within two weeks of the award of this contract, the contractor shall meet with FNS staff in Alexandria, Virginia or via telephone conference. The purpose of this meeting is to refine expectations for the project, initiate working relations, review the contract plan, address any challenges to design approach and/or data collection, and review the schedule of deliverables. Example of specific topics to be addressed at this meeting shall include, but not be limited to:

- mutual understanding of project objectives and priorities;
- overview of the facilitation and distribution of wireless EBT equipment;

- contract schedule, including milestones, dates for submission of deliverables, and required timeframes for clearance activities (data collection and reports);
- create or procure a stand-alone secure online portal accepting and tracking applications;
- submit memorandum of understanding (MOU) with selected equipment providers and provide two wireless equipment options EBT only or combined EBT/Debit-Credit;
- maintain accurate and comprehensive information materials comparing available equipment options; and
- work with FNS to determine a process to require equipment recipients to return their device to the provider if the FM or DMF does not start redeeming SNAP or other FNS program benefits within a particular time period after receiving equipment, to be determined by FNS.
- create and conduct two webinars in partnership with FNS during each period of performance to provide guidance to interested FMs/DMFs on equipment program options and the application process.
- create materials promoting the availability of EBT equipment
- create and provide lists/reports of program activities

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

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

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

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

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

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

Name:*

Title:*

Phone:*

Email:*

*to be completed by Contractor

(e) Contracting Officer (CO):

Lawrence Williams

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

Patrick Kelley

Food and Nutrition Service

Community Meals Branch, PPDD

3101 Park Center Drive, 1200

Alexandria, VA 22302

5.1 Contracting Officer's Representative (COR):

Definitions:

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

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

The COR is not authorized nor has authority to:

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

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

5.2 Contractor Performance Assessment Rating:

- (a) Pursuant to FAR 42.1502, this contract is subject to Contractor Performance Assessment Rating System (CPARS) (if over \$150,000). CPARS is an automated centralized information system accessible via the internet that maintains reports of contractor performance for each contract. CPARS is located at <https://www.cpars.gov/>. Further information on CPARS is available at the website.
- (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via-e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

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

Name	Phone	E-mail Address
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5.3 Business Meetings:

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

5.4 Production Meetings:

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

5.5 Administrative Submittals:

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

5.6 Non-Conforming Products or Services:

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

5.7 Removal of Personnel:

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

5.8 RESERVED

5.9 Contractor compliance:

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

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

5.10 Submission of Invoices through Invoice Processing Platform (IPP):

(a) Invoices shall be submitted to: IPP in accordance with the "Authorized Payment Schedule" for each contract/task/order IAW 52.232-32. IAW FAR 32.0115 and pursuant to FAR 32.905 to constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name and address of the contractor;
2. Invoice date and invoice number. (Contractors should to date invoices as close as possible to the date of mailing or transmission.);
3. Contract number or other authorization for supplies delivered or services performed (including order number and line item number);
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed (i.e. travel receipts, etc.).
5. Shipping and payment terms;
6. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).;
7. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice;
8. Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures. (See 4.9 TIN requirements.);

9. Electronic funds transfer (EFT) banking information.

- (A) The contractor must include EFT banking information on the invoice only if required by agency procedures.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor must have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT;

10. Contractors **MUST** note **FINAL INVOICE** on the final invoice when submitted upon final delivery of all supplies/equipment or completion of the contract. **USDA and the Invoice Processing Platform (IPP) –**
<http://www.ipp.gov/Contractors/index.htm>

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

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

Benefits of registering with IPP include the ability for your company to create invoices directly from a contract award and submit them electronically, as well as:

- e-mail notification when invoice(s) are paid
- online payment history
- remittance download

The e-mail notification of payment is sent when a payment is distributed to your bank account and will include all pertinent payment information. Attached is a list of contract awards that will be processed via IPP.

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

SECTION 6 PROVISIONS

INQUIRIES (AGAR 452.204-70) (FEB 1988)

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

(End of provision)

52.219-1 -- Small Business Program Representations.

Small Business Program Representations (Oct 2014)

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

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541614.

(2) The small business size standard is \$15m.

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

(c) *Representations.*

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

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

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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

Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

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

(End of Provision)

6.0 Instructions:

Special Instructions:

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

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

Incorporation of Proposals:

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

Proposal Submission:

Vendors shall submit email Volume I of your technical proposal and Volume II of your price proposal to the email address specified below. The price proposal shall be in a functional Excel spreadsheet. Submissions shall be emailed to Tset Wong at tset.wong@fns.usda.gov and cc to Lawrence Williams at lawrence.williams@fns.usda.gov.

PROPOSED PRODUCTS AND/OR SERVICES THAT MAY EXCEED MINIMUM REQUIREMENTS:

Exceed(s) Minimum Requirement(s)

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

Exceed(s) Minimum Requirement(s)

Criteria 1: Technical Approach. 1) Brief description of area(s) that exceeds, 2) Page and paragraph of proposal, 3) Why it exceeds the minimum requirements of the RFP, and 4) Why it is deemed a strength to the project.

The Government will evaluate the proposed areas identified as exceed(s) to determine whether the proposed products and/or services may or may not be documented as strength(s).

General Instructions:

Technical and Price Proposal Content and Format:

Vendors shall submit:

Volume I: Technical Proposal

Shall Include:

Factor 1: Technical Approach

Factor 2: Management Approach

Factor 3: Past Performance

Volume II: Price Proposal

Shall Include:

Factor 4: Price

Technical Proposal Content and Format pursuant to FAR 14.404-2:

The Technical Proposal page limit shall not exceed 25 pages in length, must be legible Times New Roman, single spaced in a type size not smaller than 12 point font with a one-inch margin on all sides, on pages size not larger than eight and a half by eleven inches if it were to be printed. Resumes and other business information are excluded from the page limit. Pages shall be numbered consecutively; as if single sided. Technical approach shall not include any reference to pricing.

Vendor shall provide a cover sheet with the solicitation #, title, date of submittal, acknowledgement of any amendments, Vendor's name, address, Taxpayer ID number, CAGE code, and Offeror's POC name, phone number, and email address. The Vendor shall verify the current and potential period of performance of their GSA Schedule contract (to include unexercised option periods). The cover sheet shall not count against the technical proposal page limitation.

Vendor shall submit, as part of their proposal, a table of content referencing the page and paragraph numbers that contain their response/methodology/narrative, on an item-by-item basis to all of the requirements and evaluation criteria listed in the following paragraphs and sub-paragraphs. Mark each Section with the correct Section letter and contain the information cited below for that Section.

Section A –Executive Summary and Table of Contents

A summary of the technical proposal shall be provided, highlighting the salient features of the proposal and the work to be achieved. A description of the approach and plans for satisfying the requirement should be included. A clear Table of Contents with cross-reference page number references must be included.

Section B – Management Approach (BPA)

BPA Submittal:

The Vendor shall submit a technical approach that demonstrates a substantive understanding of the scope, complexity associated with the objectives described in the BPA Performance Work Statements (PWS). The proposal shall present the Vendor's approach in a way that demonstrates

a clear understanding of, and clear plan to achieve all objectives outlined in the BPA Performance Work Statements (PWS).

The Vendor shall demonstrate the ability to manage all aspects of the proposed efforts including technical performance, time and delivery constraints, cost, status reporting, and subcontractor(s). The Vendor shall demonstrate that they possess appropriate and sufficient management oversight for the overall organization that addresses the planning, initiation, implementation, conduct, monitoring and quality control to achieve the objectives outlined in the BPA PWS to include Vendor's management, coordinate, and oversee the work performed by consultants and/or subcontractor(s). The Vendor shall demonstrate what resources (including subcontractors, consultants, teaming arrangements) will be available to perform the potential range of FNS task orders to meet the requirements outlined in the BPA PWS.

Section C, Order Submittal:

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

Call Order Submittal:

The Vendor shall submit a management plan for the requirements (tasks, subtasks, deliverables, etc.) outlined in the task order PWS. This plan shall provide a clear chain of responsibility, quality control plan, cost control method, contract administration, and adequate, qualified staff resources. Past performance working with FNCS will be evaluated favorably.

The management plan shall provide:

- A labor-loading chart, showing the expected amount of labor anticipated for each individual, including key personnel and generic positions such as "editor" or "research assistant".
- A table showing the availability of all key personnel, including the percentage of work to be performed under to this task order.
- Resumes of Key personnel proposed to perform the task outlined in the task order PWS; including past performance working with FNCS and The Contractor shall submit the Quality Control Plan (QCP). The Vendor (including subcontractors) must demonstrate appropriate and sufficient procedures, facilities and staff to meet the performance requirement outlined in the task order PWS.

Section D – Past Performance (BPA) (IAW FAR 15.305(a)(2))

The past performance evaluation factor assesses the degree of confidence the Government has in an offeror's ability to provide products and services that meet users' needs, based on a demonstrated record of performance. Past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition will be taken into account.

The Offerors shall provide a description of past performance which contains at least three (3) relevant projects within the past three years to include contracts or task orders for work of the same or similar in scope, size, and complexity to the requirements specified in the PWS. This list must include the contract number, value, description, and technical/contracting points of contact (POC's). The POC's names, telephone numbers, agency and e-mail addresses must also be included. Offeror shall send a copy of the Past Performance Questionnaire (see attachment II) to one contact person from a minimum of three references described above for them to complete the performance questionnaire and send it to the Government via e-mail to Tset Wong at tset.wong@fns.usda.gov with reference to 12319818R0002 Farmers Markets Support Services in the subject line. The Government is not responsible if one or more references fail to provide a completed Performance Questionnaire. Offerors are advised that the Government reserves the right to obtain information for use in the evaluation of past performance from any sources, including Government sources within and outside of the USDA and sources outside of the Government.

PRICE QUOTATION INSTRUCTIONS (VOLUME II)

If a proposer has a current GSA contract, include your GSA contract number. That proposer's GSA Schedule pricing rates has already been determined fair and reasonable. However, the Government is seeking additional discounts off GSA Schedule labor rates. Pricing will be competitively evaluated based on the level of effort, mix of labor proposed, and overall total price reasonableness.

Pricing of GSA BPA established rates:

Proposers with and without a GSA contract shall use the below format to provide all labor categories and the fully burdened rate per hour per labor category to fulfill the scope outlined in the BPA PWS IAW the terms and conditions of the Vendor's GSA Schedule Contract. Vendor shall provide discounts in accordance with FAR Subpart 8.405-4 Price reductions. Use the below pricing table format (add category rows as necessary):

GSA Labor Category	GSA Rate	% Discounted	Discounted Rate

Pricing First Task Order:

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

Vendor shall provide a firm fixed price payment schedule.

Use the following pricing table formats (add rows as necessary):

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

BPA Labor Category	BPA Rate Per Hour	% Discounted	Task Order Rate Per Hour	Task Order Proposed Hours Per Labor Category	Total Price Per Labor Category and Total FFP
					\$
					\$
					\$
					\$
TOTAL FFP					\$

*For evaluation purpose only

CLIN	CLIN DESCRIPTION	CLIN AMOUNT
001	EBT Farmers Markets Support Services	\$
002	FM and DMF Technical Assistance	\$
003	Promotion and Reporting	\$
TOTAL FFP		\$
*NOT TO EXCEED TRAVEL		\$
TOTAL		\$

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

CLIN/SUB-CLIN	CLIN/PAYMENT DESCRIPTION	CLIN/SUB CLIN AMOUNT	PAYMENT AMOUNT
001		\$	\$
002		\$	\$
003		\$	\$
	Total		
TOTAL(S)		\$	\$

6.1 Evaluation:

FAR 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/browsefar>

(End of provision)

Provisions Incorporated by Reference:

FAR 52.217-5 Evaluation of Options (July 1990)

Basis of award (FAR 13.103(a)(1)(2):

Award shall be made to the responsive, responsible proposer whose proposal, in conforming to the essential requirements of this solicitation including the RFP and PWS pursuant to FAR 14.404-2 provides the overall best value to the Government, non-price factors and price considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives with a realistic and reasonable firm-fixed price.

Technical proposals (non-price factors) will be evaluated to determine if they are technically acceptable. The responsive responsible proposals found to be technically acceptable on all technical factors (non-price factors) will also be evaluated on price. Technical proposals found to be technically unacceptable on any non-price factor will not undergo price evaluation and will be down selected from this competition.

All evaluation criteria other than price, when combined, are more important than price.

However, for a proposal to be considered for award, it must:

- Meet minimum standards (Acceptable) on all evaluation factors.
- Be priced consistent with and based upon the data provided in the Technical proposal.
- Offer Fair and Reasonable Pricing. A proposal found to have unreasonable prices will not be considered for award.

The Government reserves the right to award to other than the proposal that represents the lowest price technically acceptable for a better Technical Approach, Management Plan, Past Performance, or any combination thereof.

The CO's business judgment will govern the most advantageous decision. Therefore, vendors are encouraged to insure that their initial proposal contain the proposer's most favorable terms and reflect its best possible performance potential.

Careful and impartial consideration will be given to all responsive proposals received in response to this solicitation. The successful Vendor must have presented in their submission, a clear and concisely written proposal that gives the Government the greatest confidence in the Vendor's ability to successfully meet the Government's requirement. The evaluation criteria defined in this document will be applied to all responsive proposals in the same manner. The Government will evaluate each responsive proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the Vendor's proposal.

The Government may contemplate communications with proposers; however it reserves the right to make an award without any communication. Accordingly, each responsive proposal should be submitted in as complete a form as possible and without exception to any provision. For the purposes of this acquisition, communications between the Government and the proposer(s) are not negotiations or any form of exchanges pursuant to FAR 15.306.

Relative Importance:

Award will be made to the proposer whose non-price proposal and price proposal provide the best value to the government. The non-price factors, when combined, are more important than price. If two or more proposals are considered technically equivalent, price may become of primary importance in determining the most advantageous proposal to the Government. The solicitation will be evaluated using the following factors:

Evaluation Criteria:

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

The solicitation will be evaluated using the following Criteria:

Criteria 1 - Technical Approach:

BPA Evaluation:

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

The proposal will be evaluated on the quality and thoroughness of the technical information submitted. The Government will evaluate ability to demonstrate a successful solution and approach to all requirements outlined in the PWS. The technical proposal must provide a clear and detailed plan for developing each task/deliverable in the RFP response.

Criteria 2 – Management Approach:

BPA Evaluation:

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

Call Order (Task Order) Evaluation:

The proposal will be evaluated to determine whether the Vendor demonstrated resources (including subcontractors, consultants, teaming arrangements) that will be available to perform the potential range of FNS task orders to meet the objectives outlined in the PWS. The proposal will be evaluated to determine whether the management plans provide a clear chain of responsibility, quality control plan, cost control method, contract administration, and adequate, qualified staff resources.

The management plan submitted may include but is not limited to:

The table showing labor-loading chart, showing the expected amount of labor anticipated for each individual, including key personnel and generic positions.

The table showing the availability of all key personnel, including the percentage of work to be performed under to the task order(s).

Resumes of Key personnel proposed to perform tasks outlined in the PWS;
and The Quality Control Plan (QCP).

Criteria 3 - Past Performance FAR 15.304(c)(3)(i): (BPA)

The Government will evaluate the offeror's past performance pursuant to FAR 15.305(a)(2)(iv). Past performance information may take into account predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement.

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

The evaluation of experience and past performance on completed projects will be a subjective assessment based upon a consideration of all relevant facts and circumstances. Past performance will be evaluated as a measure of the Government's confidence in the proposer's ability to successfully perform this project based on demonstrated relevant and recent performance. The

Government seeks to determine whether the proposer has consistently demonstrated knowledge of and a commitment to customer satisfaction with timely delivery of services at fair and reasonable prices. In evaluating the proposer's past performance on completed projects, the Government may consider information in the proposer's proposal and information from other sources, including references, past and current customers, Government agencies and any other sources deemed necessary.

Exceptional (E) Confidence	Exceptionally Confident. Based on the Vendor's performance record, essentially no doubt exists that the successful Vendor will successfully perform the required effort. Little or no Government oversight is expected to be required in achieving the proposed level of performance.
Very Good (G) Confidence	Confidence. Based on the Vendor's performance record, there is no doubt exists that the successful Vendor will successfully perform the required effort. Little or no Government oversight is expected to be required in achieving the proposed level of performance.
Satisfactory (S) Confidence	Confidence. Based on the Vendor's performance record, little doubt exists that the Vendor will successfully perform the required effort. Little Government oversight is expected to be required in achieving the proposed level of performance.
Marginal (M) Confidence	Confidence. Based on the Vendor's performance record, doubt exists that the Vendor will successfully perform the required effort. Significant Government oversight will be expected in achieving the proposed level of performance.
Unacceptable (U) Confidence	No Confidence. Based on the Vendor's performance record, significant doubt exists that the Vendor will successfully perform the required effort. No amount of Government oversight will achieve the proposed level of performance.
Neutral (N)	Vendor without a record of relevant past performance or for whom information on past performance is not available. The Vendor may not be evaluated favorably or unfavorably on past performance.

Criteria 4 – Price:

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

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

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

(End of provision)

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

(a) Awards made under this solicitation are subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

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

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

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

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

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

agreement with the authority responsible for collecting the tax liability.

(End of provision)

ATTACHMENT I

Solicitation: 12319818R0002

FOOD AND NUTRITION SERVICES (FNS) ON BEHALF OF SNAP TO PROVIDE FARMERS MARKET SUPPORT SERVICES

Performance Work Statement (PWS)

1.0 INTRODUCTION

The United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), Supplemental Nutrition Assistance Program (SNAP) is seeking a qualified vendor capable of providing performance-based contractual support for the Electronic Benefit Transfer (EBT) Equipment Program to administer the distribution of EBT equipment and services to eligible SNAP-authorized farmers markets (FM) and direct marketing farmers (DMF), and to provide promotional and reporting services related to this task. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Farmers Market Support Services as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services.

2.0 BACKGROUND

USDA is committed to supporting local food systems and expanding access for SNAP participants to healthy foods. Therefore, USDA has made it a priority to help more farmers' markets and direct-marketing farmers to become SNAP-authorized and actively participate in the program.

In FY 2012, Congress appropriated \$4 million to "...expand the availability of point of sale terminals in farmers' markets that are not currently participating in SNAP to assist in the redemption of SNAP benefits...." [See page 30-48 of *Food and Nutrition Service: 2012 Explanatory Notes*]

Beginning in FY 2014, FNS contracted for the administration of this program, and has continued to do so since. The program provided over 1,700 devices to farmers and markets in FY16 and FY17. Equipment recipients are able to receive funding for three (3) years of equipment services under this program. The awardee will continue this work.

3.0 SCOPE/OBJECTIVES

Services include facilitating the distribution of wireless EBT equipment to eligible SNAP-authorized FMs and DMFs, providing FMs/DMFs with technical assistance in applying for this program, ordering, setting-up, and operating their EBT equipment, creating materials to publicize the availability of EBT equipment, and generating reports on EBT equipment distribution that meet the collection and reporting requirements of FNS.

The period of performance will be for one year from the contract award date, with four additional 1-year options, subject to funding availability.

4.0 REQUIRED TASKS

4.1 Distribute wireless EBT Equipment to qualified FMs and DMFs

The Contractor shall perform the following activities under this task:

- Create or procure a secure, online portal in order to accept and track applications for equipment from authorized FMs/DMFs. The portal must be created as a stand-alone product that will be delivered to FNS in a format that can also be incorporated into existing FNS systems at the end of the period of performance.
- As part of the application process, provide two (2) wireless equipment options to qualified FMs and DMFs, and allow the applicant to choose. In each instance the option identified must be the lowest cost option that will provide full functionality. One equipment option will accept only SNAP. The second option will accept SNAP and commercial debit and credit. To the extent that cellular service needs may vary in different areas of the country, the contractor shall identify the best and most cost effective option for each area.
- Enter into a Memorandum of Understanding (MOU) directly with each selected equipment provider. The Contractor will provide FNS with a copy of the MOU upon the completion of each.
- Ensure that EBT equipment orders are accurately processed so that eligible FMs and DMFs receive the correct piece of equipment without unnecessary delay, and that equipment providers are paid according to the requirements of the MOU between the provider and the Contractor.
- Review applications based on eligibility requirements established by FNS. FNS currently defines “eligible FMs/DMFs” as those that: 1) Are SNAP-authorized; 2) Do not have functional SNAP EBT equipment; 3) Have a verifiable capacity to attract SNAP customers as determined by FNS; 4) Did not previously receive equipment through this program before May 2, 2012; and 5) For DMFs, are farmers that participate in at least one FM. Criteria to determine “verifiable capacity to attract SNAP customers” and “functional SNAP EBT equipment” will be established by FNS and provided to the Contractor.
- Maintain accurate and comprehensive informational materials comparing the available equipment options.
- Work with FNS to determine a process to require equipment recipients to return their device to the provider, if the FM or DMF does not start redeeming SNAP or other FNS program benefits within a particular time period after receiving equipment, to be determined by FNS.

4.2 FMs/DMFs Technical Assistance

The Contractor shall perform the following activities under this task:

- Provide technical assistance to applicant FMs and DMFs in completing the online application, responding to inquiries regarding order or delivery issues, or communicating

with the chosen equipment provider.

- Create and conduct two webinars in partnership with FNS during each period of performance to provide guidance to interested FMs/DMFs on equipment program options and the application process.

4.3 Promotion and Reporting

The Contractor shall perform the following activities under this task:

- Create materials, to be reviewed and approved by FNS, promoting the availability of EBT equipment to the FM/DMF. Once finalized, these materials must be made available publicly via the online application portal and website. If changes are necessary to the information contained in these materials, the materials will be updated and posted within 7 business days of the Contractor becoming aware of the change.
- Create and provide to FNS via email cumulative monthly equipment program reports through which FNS can monitor monthly, fiscal year to date, and fiscal year to fiscal year (for example, 1st quarter FY18 and 1st quarter FY19) activities in the program. The reports must be clearly written and provide relevant data comparison points.
- Create and provide to FNS via email an annual report summarizing program activities for the previous period of performance. The annual reports must include graphs, maps, and narrative explanations, as needed, to demonstrate program activity across FNS regions. In all instances, the reports must follow a standard format to be created by the Contractor and approved by FNS, so it is simple to compare program activities over time.
- Create and provide to FNS via email a list of FMs and DMFs that received equipment during the period of performance summarized in the corresponding annual report. The list must be in a secure, password-protected Excel file format, and include FM/DMF name, contact person, mailing address, email address, phone number, retailer type (FM or DMF), FNS authorization number, application date, equipment provider name, equipment contract start date, and equipment contract end date.
- Create and provide to FNS via email a Final Equipment Program Report (FEPR) summarizing program activity for the entire period of performance of the contract. The FEPR must include graphs, maps, and narrative explanations, as needed, to demonstrate program activity across the nation and within FNS regions. As part of the FEPR, the Contractor must also provide a comprehensive list of all FMs and DMFs that received equipment during the entire period of performance of the contract. The list must be in a secure, password-protected Excel file format, and include FM/DMF name, contact person, mailing address, email address, phone number, retailer type (FM or DMF), FNS authorization number, application date, equipment provider name, equipment contract start date, and equipment contract end date.

5.0 DELIVERABLES

Deliverable	Format	Acceptance Criteria	Due Date
Orientation meeting	Conference call	100% participation of all key FNS and contractor staff	Within 10 business days of contract award
Monthly status calls	Conference call/monthly	Participation of all key	Schedule to be

		program and contractor staff	determined at Orientation Meeting
Monthly equipment report template	Written report (PDF or Word) submitted via email	Reviewed and accepted by COR and program staff	Draft: 15 business days after Orientation Meeting
Monthly equipment report	Written report (PDF and Word) submitted via email	Reviewed and accepted by COR and program staff.	The 15 th of each month during the period of performance. If the 15 th falls on a weekend or federal holiday, the report shall be due on the next business day.
Technical assistance webinars (2 per year during performance period)	Online, via a webinar service agreed upon by FNS and Contractor	Participation of key contractor and FNS program staff	TBD
Annual equipment report	Written report (PDF and Word) submitted via email	Reviewed and accepted by COR and program staff.	No later than 30 calendar days following the end of each period of performance under the Contract.
Annual list of equipment recipients	Secure, password-protected Excel file submitted via email	Reviewed and accepted by COR	No later than 30 calendar days following the end of each period of performance under the Contract.
Online application portal	Internet-based application site	Reviewed and accepted by FNS program staff	No later than 30 calendar days after orientation meeting (if Contractor has a pre-existing portal at time of award); No later than 60 calendar days after orientation meeting (if Contractor does not have a pre-existing portal at time of award)
Final equipment program report (FEPR)	Written report (PDF and Word) submitted via email	Reviewed and accepted by COR and program staff.	No later than 30 calendar days after the completion of the period of performance
Final comprehensive list of equipment recipients	Secure, password-protected Excel file submitted via email	Reviewed and accepted by COR	No later than 30 calendar days after the completion of the period of performance

1. All reports shall be clearly written in straightforward sentences using proper grammar; and reflect strong professional standards regarding the analysis of qualitative and quantitative data. Formatting shall adhere to templates created at the onset of the project.
2. Outreach materials shall feature consistent formatting with clear, engaging graphics and photos, and clearly indicate that this is a USDA program being administered by the vendor under contract with FNS.
3. Webinar presentations shall be clear and well-rehearsed, and require at least one run through prior to going live.
4. USDA and FNS logos and branding materials will only be used when explicitly approved by FNS.

6.0 GOVERNMENT FURNISHED ITEMS

FNS will provide the Contractor with a list of FMs and DMFs that have asked to be notified once the equipment program is operational. This list will consist of email addresses for each FM or DMF, as well as a phone number in most cases.

7.0 PERFORMANCE REQUIREMENT SUMMARY (PRS)

PERFORMANCE REQUIREMENTS	APPLICABILITY	PERFORMANCE STANDARD	AQL (Acceptable Quality Level)	SURVEILLANCE FREQUENCY	SURVEILLANCE METHODS
Quality of Products or Services	As stipulated in the PWS	Timeliness, quality, complete & accurate	95% of all deliverables are error free (grammar, formatting, content)	Ad hoc , for one-time products; quarterly and annual for reports	100% inspection
Schedule	As stipulated in the PWS	Timeliness	95% of all deliverables are on-time; schedules may be modified by FNS as needed.	Monthly, final, and ad hoc.	100% inspection
Business Relations	As stipulated in the PWS	Professionalism	95% of verified customer feedback are positive	Ad hoc	Customer feedback/complaints
Management of Key Personnel	As stipulated in the PWS	Professionalism, timeliness & quality	95% of verified customer feedback are positive	Ad hoc	Customer feedback/complaints

8.0 CLIN PRICING

The initial period of performance is from the date of award to September 30, 2018.

CLIN	DESCRIPTION	AMOUNT
001	Farmers Markets EBT Support Services	\$
002	Technical Assistance to FMs and DMFs	\$
003	Promotion and Reporting	\$
	Total	Not to exceed \$

ATTACHMENT II
PAST PERFORMANCE QUESTIONNAIRE FOR
SOLICITATION NUMBER: 12319818R0002

THIS FORM IS PROVIDED FOR THE PURPOSE OF PROVIDING TO
AND SUBMITTAL BY THE VENDORS REFERENCES

Our company is being considered in a Source Selection by the Food and Nutrition Service (FNS), Contract Management Division. It would be appreciated if you would provide comments regarding our past performance. Your comments are considered Source Selection Sensitive; therefore, you are advised that the Federal Acquisition Regulation (FAR) prohibits the release of the names of individuals providing reference information about a Vendors past performance. In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

This form shall be sent via e-mailed to:

Tset Wong at tset.wong@fns.usda.gov. And cc to Matthew Horn at matthew.horn@fns.usda.gov.

Past Project Information:

1. Contractor name and address:

2. Project Title and/or Contract Number:

Evaluator (The following information will assist in the analysis of the data. Information will be kept confidential.)

1. Name of Evaluator: _____ Date: _____
2. Phone Number: _____ Fax Number: _____

3. Address:
4. Position held or function in relation to the project:

RATINGS:

Please evaluate the contractor's performance using the following ratings:

- (E) Exceptional The contractor's performance greatly exceeded the stated requirements.
- (HA) Highly Acceptable The contractor's performance exceeded the stated requirements.
- (A) Acceptable The contractor's performance met the stated requirements.
- (M) Marginal The contractor's performance met the stated requirements, but with difficulty.
- (U) Unacceptable The contractor's performance did not meet the stated requirements.

Please rate and provide any supporting information for the following: (Use additional sheets as necessary)

1. The relationship between the contractor and the customer's contract team.
2. The contractor's on-site management and coordination of subcontractors.
3. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.
4. The contractor provided competent program/project manager, supervisor, and workers .
5. The contractor's quality control.
6. The contractor's ability to meet the performance schedule.
7. The contractor took measures to improve his schedule problems, if any?
8. The contractor's ability to provide the required work at a reasonable price.
9. The contractor's compliance with laws, regulations, and policies, if applicable.
10. The contractor rectified identified problems in a timely fashion without further incident of the same.

11. Has the contractor been given any of the following: Cure notice; show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.
12. Would you award another contract to this contractor? If no, please explain.
13. Was the customer satisfied with the end product?
14. Was the contractor provided an opportunity to discuss any negative performance ratings? If so, what were the results?
15. The contractor maintained a professional working relationship with Government personnel.
16. The contractor was reasonable and cooperative in resolving customer complaints.
17. OVERALL RATING:

Please provide any additional comments.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/19/2018		2. CONTRACT NO. (If any) 12319818A0002		6. SHIP TO:	
3. ORDER NO. 12319818F0024		4. REQUISITION/REFERENCE NO. 910525		a. NAME OF CONSIGNEE FNS-HQ-MGMT-ASD-CMB	
5. ISSUING OFFICE (Address correspondence to) ADMINISTRATIVE SERVICES DIVISION, C 3101 Park Center Drive, Rm. 228 ALEXANDRIA VA 22302				b. STREET ADDRESS 3101 PARK CENTER DRIVE ROOM 228	
				c. CITY ALEXANDRIA	e. ZIP CODE 22302
7. TO: Angela Sparrow				f. SHIP VIA	
a. NAME OF CONTRACTOR FINANCIAL TRANSACTION MANAGEMENT LLC				8. TYPE OF ORDER	
b. COMPANY NAME				☐ a. PURCHASE ☒ b. DELIVERY	
c. STREET ADDRESS 1900 CAMPUS COMMONS DR STE 100 1105491052#				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY RESTON		e. STATE VA	f. ZIP CODE 20191-1535	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA FN00.18.....804213411.2540...				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☒ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. SERVICE-DISABLED VETERAN-OWNED ☒ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☒ h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2018	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: (b)(4) DUNS Number: Farmers Market Services to distribute SNAP EBT equipment to eligible FM/DMFs. Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Invoice Processing Platform (IPP)						\$1,300,000.00
	b. STREET ADDRESS (or P.O. Box) All invoices must be submitted electronically through the Invoice Processing Platform (IPP) via www.ipp.gov						\$1,300,000.00
c. CITY				d. STATE	e. ZIP CODE		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)



LAWRENCE WILLIAMS

Digitally signed by LAWRENCE WILLIAMS
Date: 2018.04.19 18:01:47 -04'00'

23. NAME (Typed)
LAWRENCE WILLIAMS
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER		CONTRACT NO.		ORDER NO.		
04/19/2018		12319818A0002		12319818F0024		
ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
001	Admin Office: FNS-HQ-ADMIN 3101 PARK CENTER DRIVE ROOM 906 ALEXANDRIA VA 22302 Agency Code: FN00 Budget Yr Start: 18 SHC: 804213411 BOC: 2540 Period of Performance: 04/19/2018 to 09/30/2018 Farmers Market Services to distribute SNAP EBT equipment to eligible FMs/DMFs. IAW BPA and attached PWS. COR POC: Patrick Kelley 703-756-0230 Patrick.kelley@fns.usda.gov Vendor POC: Angela Sparrow (b) (6) (b) (6) The total amount of award: \$1,300,000.00. The obligation for this award is shown in box 17(i).				1,300,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,300,000.00

FOOD AND NUTRITION SERVICES (FNS) ON BEHALF OF SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) TO PROVIDE FARMERS MARKET SUPPORT SERVICES

Performance Work Statement

1.0 INTRODUCTION

The United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), Supplemental Nutrition Assistance Program (SNAP) is seeking performance-based contractual support for the Electronic Benefits Transfer (EBT) Equipment Program to administer the distribution of wireless point-of-sale (POS) equipment and services to eligible SNAP-authorized farmers markets (FM) and direct marketing farmers (DMF). The Contractor would also be responsible for providing promotional and reporting services related to this task. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Farmers Market Support Services as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services.

2.0 BACKGROUND

USDA is committed to supporting local food systems and expanding access for SNAP participants' to healthy foods. Therefore, USDA has made it a priority to help more FMs and DMFs to become SNAP-authorized and actively participate in the program.

In FY 2012, Congress appropriated \$4 million to "...expand the availability of point of sale terminals in farmers' markets that are not currently participating in SNAP to assist in the redemption of SNAP benefits...." [See page 30-48 of *Food and Nutrition Service: 2012 Explanatory Notes*, available at <https://www.obpa.usda.gov/30fns2012notes.pdf>]. Because Congress did not explicitly modify that language in the Consolidated and Further Continuing Appropriations Act, 2012 (P.L. 112-55), or accompanying committee or conference reports, that language was deemed to be incorporated in FNS' FY 2012 budget, and each year since.

The Food and Nutrition Service: 2014, Explanatory Notes, the President's budget for the Food and Nutrition Service (FNS) for FY14, provided greater flexibility by including the language, "new markets and those currently participating in the program." This allowed FNS to provide wireless EBT equipment to FMs and DMFs who did not qualify under the previous restriction to markets "not currently participating" in SNAP.

3.0 SCOPE/OBJECTIVES

Services include facilitating the application for and distribution of wireless POS equipment and services to eligible SNAP-authorized FMs and DMFs, providing FMs and DMFs with technical assistance in applying for this program, ordering, setting-up, and operating their equipment, creating materials to publicize the availability of equipment, and generating reports on equipment program activities.

The period of performance (POP) will be from the contract award date through September 30, 2018.

4.0 REQUIRED TASKS

4.1 Facilitate the distribution of POS wireless equipment to eligible FMs and DMFs for the duration of the POP.

The Contractor shall perform the following activities under this task:

- Create or procure a secure, online portal in order to accept and track applications for equipment. The portal must be created as a stand-alone online system that can be administratively turned over to FNS at the end of the period of performance. The portal application will collect information which will be used by FNS to determine the applicant's eligibility to receive equipment through this program, according to the requirements described below. FNS shall have administrative access to the portal in order to review applicant information for final approval.
- Review applications for response completeness, and follow up with applicants for clarification or additional/missing information when necessary. A completed application includes:
 - The applicant's declared retail type (FM or DMF);
 - The FM/DMF's name, mailing address, primary point of contact email address and telephone number, FNS authorization number, and if the applicant is a DMF, the name of at least one FM at which it participates;
 - Responses to all of the following questions:
 - Does your market or farm currently possess functioning SNAP EBT equipment (yes/no)? If yes, did you receive that equipment prior to May 2, 2012 (yes/no)?
 - Has your market or farm previously received equipment through this program (yes/no)?
 - Does your market or farm participate in an incentive program for SNAP customers to increase purchases of fruits and vegetables (yes/no)?
 - Does your market or farm have an outreach and/or marketing plan for attracting SNAP customers (for example, partnering with other government agencies or faith-based and non-profit organizations (yes/no))?
 - Does your market or farm accept other government benefits as a form of payment (yes/no)?
 - Does your market or farm offer flexible shopping hours? For example, for customers who work non-traditional schedules like evenings and weekends (yes/no)?
 - In which county is your market or farm located? [This information will be used by the Contractor to determine the percentage of SNAP recipient households in the county according to the process described below].

The contractor will provide the percentage of SNAP households in the applicant's county of record using the following process:

- Go to <https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>;
- Click on "Advanced Search";
- In search function 1, in the "Topic" field enter "SNAP" and select the 1st table that appears in the list of options;
- In the "State, County, or Place" field, enter the name of the county;

- Select the most recent dataset available from the table that appears;
 - Locate the county's estimated "Percent households receiving SNAP" on the 1st line of the table, and record this information in the applicant's dataset within the portal.
- As part of the application process, provide two (2) wireless equipment options to qualified FMs and DMFs, and allow the applicant to choose. In each instance the option identified must be the lowest cost option that will provide full functionality. One equipment option will accept only SNAP. The second option will accept SNAP, and commercial debit and credit. To the extent that cellular service needs may vary in different areas of the country, the contractor shall identify the most cost effective option for each area that still meets the minimum functionality requirements.
- Enter into a Memorandum of Understanding (MOU) directly with each selected equipment provider. The MOU must include a process for the provider to retrieve the equipment in the event that the FM/DMF recipient fails to use the equipment for its intended purpose of performing SNAP transactions and redeeming SNAP benefits as a SNAP-authorized retailer as determined by FNS. The Contractor will provide FNS with a copy of each MOU upon request.
- Ensure that EBT equipment orders are accurately processed so that eligible FMs and DMFs receive the correct piece of equipment without unnecessary delay.

4.2 FMs/DMFs Technical Assistance

The Contractor shall perform the following activities under this task:

- Provide technical assistance to applicant FMs and DMFs in completing the online application, follow up with applicants to request additional information when necessary, respond to inquiries regarding application status, equipment order or delivery issues, and communicating with the applicant's chosen equipment provider.

4.3 Promotion and Reporting

The Contractor shall perform the following activities under this task:

- Create and maintain comprehensive informational materials comparing the available equipment options and promoting the availability of EBT equipment to the FM/DMF community. Once approved by FNS, these materials must be made available publicly via the online application portal. If changes are necessary to the information contained in these materials, the materials will be updated and posted within 7 business days of the Contractor becoming aware of the change.
- Create and provide to FNS via email monthly reports through which FNS can monitor monthly activities in the program. The reports must be clearly written and provide relevant data comparison points to reflect cumulative results based upon the prior month's and period of performance to-date activities. Such data points will include:
 - 1) Total number of applicants for the month, combined and broken out by FMs and DMFs;
 - 2) Of #1, the number of approved applicants for the month, combined and broken out by FMs and DMFs;
 - 3) Of #2, the number of approved applicants that received equipment during the month. It is not necessary to break this down by FMs and DMFs;
 - 4) Of #3, how many pieces of equipment were provided by each of the respective equipment providers participating in the program.

- Following completion of the period of performance, provide to FNS via email a report summarizing program activities for that period of performance. The report must include graphs, maps, and narrative explanations, as needed, to demonstrate program activity across FNS regions (FNS will provide regional geographic information to the Contractor). The report must follow a standard format to be created by the Contractor and approved by FNS.
- Following completion of the period of performance, provide to FNS via email a list of FMs and DMFs that received equipment during the period of performance that had been summarized in the corresponding report described above. The list must be in a secure, password-protected Excel file format, and include FM/DMF name, contact person, mailing address, email address, phone number, retailer type (FM or DMF), FNS authorization number, FNS Region, application date, equipment provider name, equipment contract start date, and equipment contract end date.

5.0 DELIVERABLES

Deliverable	Format	Acceptance Criteria	Due Date
Orientation meeting	Conference call or face-to-face	100% participation of all key FNS and contractor staff	Within 10 business days of contract award
Online application portal	Internet-based application site	Reviewed and accepted by FNS program staff	No later than 30 calendar days after orientation meeting (if Contractor has a pre-existing portal at time of award); No later than 60 calendar days after orientation meeting (if Contractor does not have a pre-existing portal at time of award)
Monthly equipment report template	Written report (PDF or Word) submitted via email	Emailed to COR in acceptable format	Draft: 10 business days after Orientation Meeting FNS will return finalized version to Contractor within 5 business days of draft receipt.
Informational materials	PDF or Word document, with ability to edit and comment for revision purposes	Emailed to COR in acceptable format	Draft: 30 calendar days after Orientation Meeting FNS will return finalized versions to Contractor within 10 business days of draft receipt.
Monthly equipment reports	Written report (PDF and Word) submitted via email	Reviewed and accepted by COR and program staff.	The 15 th of each month during the period of performance. If the 15 th falls on a weekend or federal holiday, the report shall be due on the next business day.
POP equipment report	Written report (PDF and Word) submitted via email	Reviewed and accepted by COR and program staff.	No later than 30 calendar days from the end of the period of performance under the call order.

POP list of equipment recipients	Secure, password-protected Excel file submitted via email	Reviewed and accepted by COR	No later than 30 calendar days from the end of the period of performance under the call order.
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1. All reports shall be clearly written in straightforward sentences using proper grammar and reflect strong professional standards regarding the analysis of qualitative and quantitative data. Formatting shall adhere to templates created at the onset of the project.
2. Outreach materials shall feature consistent formatting with clear, engaging graphics and photos, and clearly indicate that this is a USDA program being administered by the vendor under contract with FNS.
3. USDA and FNS logos and branding materials will only be used when explicitly approved by FNS.

6.0 GOVERNMENT FURNISHED ITEMS

FNS will provide the Contractor with a waiting list of potential applicants that have asked to be notified once the equipment program is operational. This list will consist of email addresses for each entity, a phone number in most cases, and a date indicating when the entity asked to be placed on the list.

FNS will provide the geographic breakdown of the FNS regions for reporting purposes.

7.0 PERFORMANCE REQUIREMENT SUMMARY (PRS)

PERFORMANCE REQUIREMENTS	APPLICABILITY	PERFORMANCE STANDARD	AQL (Acceptable Quality Level)	SURVEILLANCE FREQUENCY	SURVEILLANCE METHODS
Quality of Products or Services	As stipulated in the PWS	Timeliness, quality, complete & accurate	95% of all deliverables are error free (grammar, formatting, content)	Ad hoc, for one-time products; monthly and upon completion of period of performance for reports	100% inspection
Schedule	As stipulated in the PWS	Timeliness	95% of all deliverables are on-time; schedules may be modified by FNS as needed.	Monthly and upon completion of period of performance	100% inspection
Business Relations	As stipulated in the PWS	Professionalism	95% of verified customer feedback are positive	Ad hoc	Customer feedback/complaints
Management of Key Personnel	As stipulated in the PWS	Professionalism, timeliness & quality	95% of verified customer feedback are positive	Ad hoc	Customer feedback/complaints

8.0 CONTRACT LINE ITEM NUMBER (CLIN) PRICING

The period of performance is from the date of award to September 30, 2018.

CLIN	DESCRIPTION	AMOUNT
001	Farmers Markets EBT Support Services (including the cost of equipment)	\$1,300,000.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 186	
2. CONTRACT NO. 12319818A0002		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
						6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TSET WONG		b. TELEPHONE NUMBER 703-457-7794		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY		CODE FNS-ASD-CMB		10. THIS ACQUISITION IS		☐ UNRESTRICTED OR ☒ SET ASIDE: % FOR:	
ADMINISTRATIVE SERVICES DIVISION, C 3101 Park Center Drive, Rm. 228 ALEXANDRIA VA 22302				☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		WOMEN-OWNED SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A)	
						NAICS: 541614 SIZE STANDARD: \$15.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call		☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE FNS-HQ-ADMIN	
As Indicated On Each Call				FNS-HQ-ADMIN 3101 PARK CENTER DRIVE ROOM 906 ALEXANDRIA VA 22302			
17a. CONTRACTOR/ OFFEROR		CODE 1105491052#		18a. PAYMENT WILL BE MADE BY		CODE	
FINANCIAL TRANSACTION MANAGEMENT LLC Attn: Angela Sparrow 1900 CAMPUS COMMONS DR STE 100 1105491052# RESTON VA 20191-1535				As Indicated On Each Call			
TELEPHONE NO. (b) (6)							
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: (b)(4) DUNS Number: Period of Performance: 02/28/2018 to 09/30/2022 1. This is a single-award Blanket Purchase Agreement (BPA) that provides for USDA FNS SNAP EBT equipment distribution, website/portal development and maintenance, Farmers Markets (FM) and Direct Market Farmers (DMF) support services IAW attached BPA-PWS, Contractor Proposal, Pricing lists and Pricing Schedules. BPA Call Orders/Task Orders are authorized. The issuance (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED.	
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED.	
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR Angela Sparrow				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print) Angela Sparrow		30c. DATE SIGNED 2/28/2018		31b. NAME OF CONTRACTING OFFICER (Type or print) LAWRENCE WILLIAMS		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	of each Order may result in the award of a Firm-Fixed Price (FFP) or Time and Material (T&M) Order. 2. This BPA has a NTE \$18,540,000.00 dollar threshold ceiling amount. 3. The Period of Performance (POP) for the BPA consists of one Base Year and four (4) Option Period Years as follows: Base Year - Date of Award thru 9/29/2018 Option Year 1- 9/30/2018 thru 9/29/2019 Option Year 2- 9/30/2019 thru 9/29/2020 Option Year 3- 9/30/2020 thru 9/29/2021 Option Year 4- 9/30/2021 thru 9/29/2022 4. This BPA shall be reviewed annually before the anniversary of its effective date and revised as necessary. 5. Contractor POC: Angela Sparrow (b) (6) 6. COR POC: Patrick Kelley 703-756-0230 Patrick.kelley@fns.usda.gov Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
FINANCIAL TRANSACTION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The total amount of award: \$0.00. The obligation for this award is shown in box 26.				



To: Prospective Offerors

Subject: Request for Proposal (RFP), 12319818R0002 Farmers Markets Support Services

The United States Department of Agriculture, Food and Nutrition Service (FNS) intends to establish a BPA with the vendor that presents the most advantageous proposal to the Government.

This Request for Proposal Notice is intended for small businesses only. This RFP is for a Blanket Purchase Agreement (BPA). A BPA is not in and of itself a contract and it is not to be construed as a contract commitment by the U.S. Government, nor will the U.S. Government pay for information solicited.

The USDA, Food and Nutrition Service (FNS), Supplemental Nutrition Assistance Program (SNAP) is seeking RFP responses from qualified small business vendor sources capable of providing performance-based contractual support for the Electronic Benefit Transfer (EBT) Equipment Program to administer the distribution of EBT equipment and services to eligible SNAP-authorized farmers markets (FM) and Direct Marketing Farmers (DMF); and to provide promotional and reporting services related to this support.

The FNS will also determine the availability and technical capability of qualified small businesses, including small disadvantaged businesses (SDB), 8(a) small businesses, woman-owned small businesses (WOSB), veteran owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), economically disadvantaged women owned small businesses (EDWOSB) and Historically Under-utilized Business Zone (HUBZone) small businesses capable of providing performance-based contractual support for the Electronic Benefit Transfer (EBT) Equipment Program to administer the distribution of EBT equipment, including accepting applications, tracking, and monitoring status for equipment orders via an online portal, and related services to eligible SNAP-authorized farmers markets (FM) and Direct Marketing Farmers (DMF); and to provide promotional and reporting services related to this support.

This RFP seeks responses from qualified vendor sources outlining their approach, methodologies, technologies and techniques in meeting the below listed tasks for the SNAP objectives effectively and efficiently. Responses shall include providing all necessary and pertinent personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, other items and non-personal services necessary to perform the services outlined in the below performance work statement (PWS), except for any of those items specified as Government furnished property and services.

This solicitation is set aside for small business concerns. In accordance with (IAW) provision 52.219-1. All responding small business firms are requested to identify their firm's size and type of business as reported to the North American Industrial Classification System (NAICS) code. For this acquisition, pursuant to FAR 14.404-2(a) as an essential requirement, only small business concerns that already have NAICS code 541614 Process, Physical Distribution and Logistics Consulting Services and the Small Business Standard of \$15 Million who respond with a conforming proposal may be considered for evaluation. Teaming arrangements and joint ventures may be considered for any subsequent procurement based on the Government's market research, provided the prime contract is awarded to an applicable small business and that small businesses with the aforementioned NAICS code provides fifty one percent or more of the support.

The FNS seeks to identify a small business concern that can demonstrate their experience, skills, and qualifications, and explain in appropriate detail their approach and competency in each of the items outlined in the below PWS. Clarity and completeness is paramount. For this acquisition, pursuant to FAR 14.404-2(a) as an essential requirement, responses should not merely restate the requirements without describing the approach, experience, examples, etc.

Submission requirements:

1. Limit the length of the response package to 25 pages single sided and single spaced.
2. 1 inch margins (top, bottom and sides).
3. Times New Roman font - 12 point.
4. The 25-page limitation does not include, if submitted, 1 cover page, appendices, 1 letter of introduction page or 1-page capability statement or resumes.
5. Do not include promotional materials.

Please specify one primary and one alternate Point of Contact (POC) if applicable, within your firm, including telephone numbers and email addresses. Only electronic copies of response packages will be accepted.

Any clarifying questions are due by Tuesday January 23, 2018 at noon Eastern Time.

Email questions to Tset Wong at tset.wong@fns.usda.gov and cc to Lawrence Williams at Lawrence.Williams@fns.usda.gov. Phone call questions will not be accepted. Clarifying questions e-mails shall contain the following subject line: Clarifying questions to RFP Notice – 12319818R0002 Farmers Markets Support Services.

RFP Responses may be received at any time but not later than Tuesday February 06, 2018 at noon Eastern Time. Email RFP responses to Tset Wong at tset.wong@fns.usda.gov and cc to Lawrence.Williams@fns.usda.gov. Phone call questions will not be accepted.

Response e-mails shall contain the following subject line: Response to RFP Notice – 12319818R0002 Farmers Markets Support Services.

Sincerely,

Lawrence Williams, CONTRACTING OFFICER

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SECTION 1 SOLICITATION DESCRIPTION

1.0 GENERAL DESCRIPTION

BEST VALUE

BLANKET PURCHASE AGREEMENT

FOOD AND NUTRITION SERVICE

In the spirit of the Federal Acquisition Streamlining Act, the Food and Nutrition Service (FNS) anticipates entering into a cooperative blanket purchase agreement (BPA) to further reduce the administrative costs of acquiring commercially available services and/or products.

BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. Contractor Team Arrangements are permitted in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive individual purchases. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:

AWARDEE SIGNATURE

DATE

CONTRACTING OFFICER

DATE

**FOOD AND NUTRITION SERVICE
BLANKET PURCHASE AGREEMENT**

The Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with the USDA Food and Nutrition Service (FNS):

- (1) The following contract services may be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the call orders (task orders):

ITEM (Model/Part Number or Type of Service)

SPECIAL BPA

DISCOUNT/PRICE

A) Priced Task orders

Stated on each task order

B) Other un-priced tasks meeting the requirements

Stated on each task order

of the BPA in accordance with proposed (GSA) discounted prices, if any.

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

As specified per Task Order

As specified per Task Order

- (3) The Government estimates, but does not guarantee that the volume of purchases through this agreement will be \$18,000,000.00.

- (4) This BPA does not obligate any funds.

- (5) This BPA with the Food and Nutrition Service expires one year from date of award unless options, if any, are exercised.

- (6) The following office is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

USDA FNS

Any warranted contracting officer

- (7) Orders, if any, will be placed against this BPA using Optional Form OF 347.

- (8) Unless otherwise agreed to, all deliverables under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum (for supply orders only):

(a) Name of Contractor;

- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Task/Call/Delivery Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); CLIN deliverables, and
- (h) Date of Shipment/Services.

(9) The requirements of a proper invoice are as specified in the Federal Acquisition Regulation (FAR) 32.905(b)(1). Invoices will be submitted to the Invoice Processing Platform online for the task/call/delivery order issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases task orders/call orders made pursuant to a firm-fixed-price (FFP). FFP contract types places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Ordering Procedures for BPAs

o *Single-award BPA*

- o If the ordering activity establishes a single-award BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.
- o Orders placed by USDA agencies other than FNS.

USDA ordering activities outside of FNS must contact the FNS CO prior to placing any orders.

*Ordering activities outside USDA are prohibited from placing orders under this BPA.

SECTION 2 CLAUSES

2.0 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/browsefar>

52.202-1 Definitions.

52.203-6 Restrictions on Subcontractor Sales to the Government.

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Sep 2013)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters

52.212-4 Contract Terms and Conditions—Commercial Items

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

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

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

AGAR 452.237-75 Restrictions Against Disclosure (FEB 1988)

2.1 Clauses Incorporated In Full Text:

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

FAR 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 10 days, 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 five years.

(End of clause)

AGAR 452.237-74 – KEY PERSONNEL (FEB 1988)

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

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

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

(End of clause)

52.232-32 -- Performance-Based Payments.

Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JULY 2014)

(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)).

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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: [Contracting Officer check as appropriate.]

x(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

x(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

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

x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved]

x (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111- 117, section 743 of Div. C).

x (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111- 117, section 743 of Div. C).

x (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

x (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

x (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

x(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 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).

x(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

 (12) 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).

 (13) [Reserved]

 (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___(ii) Alternate I (NOV 2011).

___(iii) Alternate II (NOV 2011).

___(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-7.

___(iii) Alternate II (MAR 2004) of 52.219-7.

___(16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

___(17)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (OCT 2001) of 52.219-9.

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

___(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

__x__(19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

___(20) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___(21)(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 (JUN 2003) of 52.219-23.

___(22) 52.219-25, Small Disadvantaged Business Participation Program— Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

___(25) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

___(26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

___ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

__x__(28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

_(29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

__x__(30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

__x__(31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

__x__(32) 52.222-35, Equal Opportunity for Veterans (July 2014) (38 U.S.C. 4212). __x__(33) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

__x__(34) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

__x__(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

__x__(36) 52.222-54, Employment Eligibility Verification (AUG 2013). (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.)

___(37)(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.)

___(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-13.

___(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

___(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___(41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

___(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

___(43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

___(44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (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, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. CONTRACT AG-3198-C-14-0031

___(ii) Alternate I (MAY 2014) of 52.225-3.

___(iii) Alternate II (MAY 2014) of 52.225-3.

___(iv) Alternate III (MAY 2014) of 52.225-3.

___(45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___(46) 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).

___(47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___(48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___(49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___(50) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C.4505, 10 U.S.C. 2307(f)).

___(51) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C.4505, 10 U.S.C. 2307(f)).

x (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).

___ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

___ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (55) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (56)(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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards— Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards— Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

___ (9) 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.

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) of this paragraph 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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (July 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(iv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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)

Alternate I (JULY 2014). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (MAY 2014). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) ((41 U.S.C. 3509)).

(B) 52.203—15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (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.

(D) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (July 2014) (38 U.S.C. 4212).

(F) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(G) 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.

(H) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

(J) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(K) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(L) 52.222-54, Employment Eligibility Verification (AUG 2013).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 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.

(End of clause)

SECTION 3- DOCUMENT, EXHIBITS, or ATTACHMENTS

3.0 Attachments

- BPA PWS see Attachment I below
- Past Performance Questionnaire see Attachment II below

SECTION 4 SPECIAL REQUIREMENTS

4.0 Quality Control:

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The Contractor shall submit the Quality Control Plan (QCP) with submission of their proposal.

4.1 Supervision of Employees:

The Contractor's employees shall remain under the Contractor's direct supervision at all times. Although the Government will coordinate within the scope of the contract, detailed instruction for the Contractor's employees and supervision shall remain the responsibility of the Contractor.

4.2 Subcontractors/or Staff:

The Contractor is responsible for overseeing all work in accordance with the contract. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

4.3 Quality Assurance:

The Government shall evaluate the Contractor's performance under this contract in accordance with FAR Subpart 46.4 Government Contract Quality Assurance. This is primarily focused on what the Government will do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards contained within the PWS will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

4.4 Organizational Conflict of Interest:

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

4.5 Security:

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

(a) Sensitive Information Storage and Disclosure

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

(b) Protection of Information

All information about the USDA networks and/or the security posture of any USDA information asset gathered or created under this contract will be considered SBU information. It is anticipated that this information will be gathered, created and stored within the primary Government work location. If the Contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. If the Contractor must remove any materials from the primary work location prior approval must be obtained from the Contracting Officer's Representative (COR).

(c) Security and Privacy

The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information may be subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

(d) Sensitivity of Deliverables

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

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

(e) Facility Access

All Contractor personnel who work at the USDA/FNS site must have approval for facility access; the Contractor must supply the names and other required information of those employees selected to perform the work to the COR.

(f) Special Requirements

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

- Computer Security Act of 1987
- Federal Information Security Management Act (FISMA) of 2014
- OMB Circular A-130, Management of Federal Information Resources
- Presidential Directive Decision 63, Critical Infrastructure Protection (CIP)

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

(g) **Confidentiality and non-Disclosure**

The Offeror may have to access proprietary information and shall be required to sign non-disclosure and conflict of interest statements. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by the agency that have been generated by the Offeror are the property of the U.S. Government and cannot be reproduced, or retained by the Offeror. When no longer required, this information, data, and/or equipment will be returned to Government control. All documents and information pertaining to network vulnerabilities, security policy, operational procedures or related functions shall be maintained under absolute accountability and relinquished to the COR upon completion of the contract.

(h) **Hours of Performance:**

Work hours shall be determined at the BPA Call level.

(i) **Security:**

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

Personnel Security Clearance Requirements-Sensitive-But Unclassified (SBU) Materials:

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

(a) **General**

(1) The Government anticipates that the work to be performed under this contract may involve access to SBU materials and non-sensitive materials. SBU materials may include, but are not limited to: computer systems and information, Privacy Act protected information, and FNS proprietary information. Duplication or disclosure of the data and other information to which the Offeror may have access as a result of this contract is prohibited by Public Law. All contractor personnel will be required to meet a minimum background investigation standard which will be based on the nature of the work specific to this contract.

(2) In general, services performed by Offeror personnel may fall within three (3) "risk" categories as described below:

(A) Moderate Risk (MBI): Contract personnel with network or computer administrative rights, software development or software code responsibilities, recurring access to PII or security-sensitive information (SSI), physical access to restricted space, or fiduciary responsibility or influence.

(B) Low Risk (NACI): All other contract personnel performing work for 120 days or more.

(C) Short Term (Fingerprint): Contract personnel performing less than 120 days. Subject will be eligible for interim standard access, but ineligible for accesses described above under Moderate Risk.

(b) **Types and Number of Background Investigations Required**

(1) Work performed under the contract may fall within one or more of the risk categories defined in paragraph (a)(2) above. As a result, the Contractor's personnel must undergo a background investigation. The type of background investigation required will be commensurate with the risk factor associated with the duties of each position and the type of access required.

Prior to award of the contract, the Contracting Officer's Representative (COR) will determine the exact number and types of background investigations that may be required for all Offeror positions. For planning purposes, the Government estimates that the following number and types of background investigations will be needed:

<u>Risk Category</u>	<u>Number of Investigations Needed</u>
High Risk (MBI)	To be determined at the Task Order level
Moderate Risk (NACI)	To be determined at the Task Order level
Low Risk-Short Term (fingerprints)	To be determined at the Task Order level.

(Primarily applies if Vendor personnel are stationed at a Government work location.)

(2) The Offeror will not be permitted to commence performance under the contract until a sufficient number of its personnel, as determined by the COR, have received requisite background investigations. A "Background Investigation Request For Contractor Employees" form (FNS-775) must be completed by the COR and submitted to the Contract Management Division (CMD) for processing.

(3) During the life of this contract, the Offeror shall ensure that no Offeror or sub Offeror employee commences performance hereunder prior to receipt of authorization from the Contracting Officer or COR.

(c) **Background Investigations Requirements**

The minimum investigative requirements are as follows:

(1) **High Risk Positions:**

The background investigation shall be an MBI (Minimum Background Investigation). The MBI includes a NACI, a face-to-face personal interview between the investigator and the subject, and written or telephone inquiries to employers, residential references, places of education and personal references.

(2) **Moderate Risk Positions:**

The background investigation shall be a NACI (National Agency Check with Inquiries). The NACI consists of a check of Federal databases, written inquiries and record searches covering specific areas of a subject's background during the past 5 years.

(3) **Low Risk-Short Term Positions:**

The background investigation shall be a Federal Bureau of Investigation Name and Fingerprint check.

(d) **Separation/Termination of Offeror Employees/Completion of Contract**

At the completion of the contract or separation/termination of any Offeror employee (no later than the last day of performance under the contract), a "Government Contractor's Employee Separation Checklist" (FNS-774) must be completed and signed by the COR and Contracting Officer.

4.6 FNS IT System Access:

To perform this contract the Offeror may require computer access to FNS IT systems. As necessary, the Offeror shall notify the COR in writing when a Offeror employee requires any type of computer access. The COR shall provide form FNS-674, Computer System Access Request, to the Offeror. The Offeror shall complete the form, obtain approval from the COR, and submit the form to the FNS Security Office staff. The Offeror shall notify FNS when computer system access for employees can be terminated. Written notification to terminate computer access shall be provided by the Offeror to the COR and to the FNS Security Office staff immediately upon termination of any Offeror employee removed from this contract or when

access is no longer required. Immediately upon completion of the contract the Offeror shall provide a complete listing of all Offeror employees given access to FNS computer systems with a statement that computer access shall be terminated and complete a "Government Offeror Separation Checklist" for each Offeror employee. All notifications shall be provided to the COR and the FNS Security staff listed below:

Office of Information Technology
Information Security Office
3101 Park Center Drive, Room 304
Alexandria, VA 22302, (703) 305-2242

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

4.7 Section 508 – Accessibility of Electronic and Information Technology:

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

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

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

1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or

2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.

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

(e) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially

available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first. To access more information regarding Section 508: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

4.8 Data Rights:

The Government has unlimited rights to all programs/documents/materials produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

4.9 ADP Compatibility:

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

4.10 Information Technology Security Training And Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by USDA.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules

of behavior. Contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

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

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

4.11 Printing:

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

4.12 Paperwork Reduction Act:

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

SECTION 5- CONTRACT ADMINISTRATION

5.0 Post Award Conference:

Within the two weeks after contract award, the contractor shall provide a draft agenda to FNS and hold a telephone discussion with FNS to schedule the orientation meeting, discuss the agenda and decide who will attend the meeting. Within two weeks of the award of this contract, the contractor shall meet with FNS staff in Alexandria, Virginia or via telephone conference. The purpose of this meeting is to refine expectations for the project, initiate working relations, review the contract plan, address any challenges to design approach and/or data collection, and review the schedule of deliverables. Example of specific topics to be addressed at this meeting shall include, but not be limited to:

- mutual understanding of project objectives and priorities;
- overview of the facilitation and distribution of wireless EBT equipment;
- contract schedule, including milestones, dates for submission of deliverables, and required timeframes for clearance activities (data collection and reports);
- create or procure a stand-alone secure online portal accepting and tracking applications;
- submit memorandum of understanding (MOU) with selected equipment providers and provide two wireless equipment options EBT only or combined EBT/Debit-Credit;
- maintain accurate and comprehensive information materials comparing available equipment options; and
- work with FNS to determine a process to require equipment recipients to return their device to the provider if the FM or DMF does not start redeeming SNAP or other FNS program benefits within a particular time period after receiving equipment, to be determined by FNS.
- create and conduct two webinars in partnership with FNS during each period of performance to provide guidance to interested FMs/DMFs on equipment program options and the application process.
- create materials promoting the availability of EBT equipment
- create and provide lists/reports of program activities

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

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

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

(c) Contact from other government employees could result in unauthorized commitments. Government representatives who are working on, or asked to work on, a particular contractual issue should inform and coordinate the activity with the Contracting Officer or COR. The COR must be a part of all contacts and meetings with the contractor that pertain to scope or cost.

Depending on the nature of the meeting, the COR must also give advance notification to the Contracting Officer or Contract Specialist. All contacts with the contractor must be documented and retained with the COR's contract correspondence file.

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

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

Name:*

Title:*

Phone:*

Email:*

*to be completed by Contractor

(e) Contracting Officer (CO):

Lawrence Williams

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

Patrick Kelley

Food and Nutrition Service

Community Meals Branch, PPDD

3101 Park Center Drive, 1200

Alexandria, VA 22302

5.1 Contracting Officer's Representative (COR):

Definitions:

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

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

The COR is not authorized nor has authority to:

- Award, agree to, or sign any contract, delivery order or task order. All contractual agreements, commitments, or modifications shall be made only by the CO.
- Make any commitments or otherwise obligate the Government, or to make any changes to the contract.
- Grant deviations from or waive any of the terms and conditions of the contract.
- Impose or place a demand upon the contractor to perform any task or permit any substitution not specifically provided for in the contract.

- Increase the dollar limit of the contract, or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds.
- Give direction to the contractor or to the employees of the contractor except as provided for in the contract.
- Change the period of performance.
- Authorize the purchase of equipment, except as required under the contract.
- Authorize the furnishing of Government property, except as required under the contract.
- Authorize subcontracting or the use of consultants.
- Approve shifts of funding between line items of the budget.
- Approve travel and relocation expense over and above that provided for in the contract.
- Authorize the use of overtime.
- When, in the opinion of the contractor, the COR requests effort outside the existing scope of work, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract; or until the issue has been otherwise resolved.

5.2 Contractor Performance Assessment Rating:

- (a) Pursuant to FAR 42.1502, this contract is subject to Contractor Performance Assessment Rating System (CPARS) (if over \$150,000). CPARS is an automated centralized information system accessible via the internet that maintains reports of contractor performance for each contract. CPARS is located at <https://www.cpars.gov/>. Further information on CPARS is available at the website.
- (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via-e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

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

Name

Phone

E-mail Address

5.3 Business Meetings:

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

5.4 Production Meetings:

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

5.5 Administrative Submittals:

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

5.6 Non-Conforming Products or Services:

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

5.7 Removal of Personnel:

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

5.8 RESERVED

5.9 Contractor compliance:

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

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

5.10 Submission of Invoices through Invoice Processing Platform (IPP):

(a) Invoices shall be submitted to: IPP in accordance with the "Authorized Payment Schedule" for each contract/task/order IAW 52.232-32. IAW FAR 32.0115 and pursuant to FAR 32.905 to constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name and address of the contractor;
2. Invoice date and invoice number. (Contractors should to date invoices as close as possible to the date of mailing or transmission.);
3. Contract number or other authorization for supplies delivered or services performed (including order number and line item number);
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed (i.e. travel receipts, etc.).
5. Shipping and payment terms;
6. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).;
7. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice;
8. Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures. (See 4.9 TIN requirements.);
9. Electronic funds transfer (EFT) banking information.

(A) The contractor must include EFT banking information on the invoice only if required by agency procedures.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor must have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT;

10. Contractors **MUST** note **FINAL INVOICE** on the final invoice when submitted upon final delivery of all supplies/equipment or completion of the contract. **USDA and the Invoice Processing Platform (IPP) –**
<http://www.ipp.gov/Contractors/index.htm>

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

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

Benefits of registering with IPP include the ability for your company to create invoices directly from a contract award and submit them electronically, as well as:

- e-mail notification when invoice(s) are paid
- online payment history
- remittance download

The e-mail notification of payment is sent when a payment is distributed to your bank account and will include all pertinent payment information. Attached is a list of contract awards that will be processed via IPP.

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

SECTION 6 PROVISIONS

INQUIRIES (AGAR 452.204-70) (FEB 1988)

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

(End of provision)

52.219-1 -- Small Business Program Representations.

Small Business Program Representations (Oct 2014)

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

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541614.

(2) The small business size standard is \$15m.

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

(c) *Representations.*

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

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

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB*

concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____. Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the

HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

6.0 Instructions:

Special Instructions:

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

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

Incorporation of Proposals:

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

Proposal Submission:

Vendors shall submit email Volume I of your technical proposal and Volume II of your price proposal to the email address specified below. The price proposal shall be in a functional Excel spreadsheet. Submissions shall be emailed to Tset Wong at tset.wong@fns.usda.gov and cc to Lawrence Williams at lawrence.williams@fns.usda.gov.

PROPOSED PRODUCTS AND/OR SERVICES THAT MAY EXCEED MINIMUM REQUIREMENTS:

Exceed(s) Minimum Requirement(s)

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

Exceed(s) Minimum Requirement(s)

Criteria 1: Technical Approach. 1) Brief description of area(s) that exceeds, 2) Page and paragraph of proposal , 3) Why it exceeds the minimum requirements of the RFP, and 4) Why it is deemed a strength to the project.

The Government will evaluate the proposed areas identified as exceed(s) to determine whether the proposed products and/or services may or may not be documented as strength(s).

General Instructions:

Technical and Price Proposal Content and Format:

Vendors shall submit:

Volume I: Technical Proposal

Shall Include:

Factor 1: Technical Approach

Factor 2: Management Approach

Factor 3: Past Performance

Volume II: Price Proposal

Shall Include:

Factor 4: Price

Technical Proposal Content and Format pursuant to FAR 14.404-2:

The Technical Proposal page limit shall not exceed 25 pages in length, must be legible Times New Roman, single spaced in a type size not smaller than 12 point font with a one-inch margin on all sides, on pages size not larger than eight and a half by eleven inches if it were to be printed. Resumes and other business information are excluded from the page limit. Pages shall be numbered consecutively; as if single sided. Technical approach shall not include any reference to pricing.

Vendor shall provide a cover sheet with the solicitation #, title, date of submittal, acknowledgement of any amendments, Vendor’s name, address, Taxpayer ID number, CAGE code, and Offeror’s POC name, phone number, and email address. The Vendor shall verify the current and potential period of performance of their GSA Schedule contract (to include unexercised option periods). The cover sheet shall not count against the technical proposal page limitation.

Vendor shall submit, as part of their proposal, a table of content referencing the page and paragraph numbers that contain their response/methodology/narrative, on an item-by-item basis to all of the requirements and evaluation criteria listed in the following paragraphs and sub-

paragraphs. Mark each Section with the correct Section letter and contain the information cited below for that Section.

Section A –Executive Summary and Table of Contents

A summary of the technical proposal shall be provided, highlighting the salient features of the proposal and the work to be achieved. A description of the approach and plans for satisfying the requirement should be included. A clear Table of Contents with cross-reference page number references must be included.

Section B – Management Approach (BPA)

BPA Submittal:

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

The Vendor shall demonstrate the ability to manage all aspects of the proposed efforts including technical performance, time and delivery constraints, cost, status reporting, and subcontractor(s). The Vendor shall demonstrate that they possess appropriate and sufficient management oversight for the overall organization that addresses the planning, initiation, implementation, conduct, monitoring and quality control to achieve the objectives outlined in the BPA PWS to include Vendor's management, coordinate, and oversee the work performed by consultants and/or subcontractor(s). The Vendor shall demonstrate what resources (including subcontractors, consultants, teaming arrangements) will be available to perform the potential range of FNS task orders to meet the requirements outlined in the BPA PWS.

Section C, Order Submittal:

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

Call Order Submittal:

The Vendor shall submit a management plan for the requirements (tasks, subtasks, deliverables, etc.) outlined in the task order PWS. This plan shall provide a clear chain of responsibility, quality control plan, cost control method, contract administration, and adequate, qualified staff resources. Past performance working with FNCS will be evaluated favorably.

The management plan shall provide:

- A labor-loading chart, showing the expected amount of labor anticipated for each individual, including key personnel and generic positions such as "editor" or "research assistant".
- A table showing the availability of all key personnel, including the percentage of work to be performed under to this task order.

- Resumes of Key personnel proposed to perform the task outlined in the task order PWS; including past performance working with FNCS and The Contractor shall submit the Quality Control Plan (QCP). The Vendor (including subcontractors) must demonstrate appropriate and sufficient procedures, facilities and staff to meet the performance requirement outlined in the task order PWS.

Section D – Past Performance (BPA) (IAW FAR 15.305(a)(2))

The past performance evaluation factor assesses the degree of confidence the Government has in an offeror's ability to provide products and services that meet users' needs, based on a demonstrated record of performance. Past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition will be taken into account.

The Offerors shall provide a description of past performance which contains at least three (3) relevant projects within the past three years to include contracts or task orders for work of the same or similar in scope, size, and complexity to the requirements specified in the PWS. This list must include the contract number, value, description, and technical/contracting points of contact (POC's). The POC's names, telephone numbers, agency and e-mail addresses must also be included. Offeror shall send a copy of the Past Performance Questionnaire (see attachment II) to one contact person from a minimum of three references described above for them to complete the performance questionnaire and send it to the Government via e-mail to Tset Wong at tset.wong@fns.usda.gov with reference to 12319818R0002 Farmers Markets Support Services in the subject line. The Government is not responsible if one or more references fail to provide a completed Performance Questionnaire. Offerors are advised that the Government reserves the right to obtain information for use in the evaluation of past performance from any sources, including Government sources within and outside of the USDA and sources outside of the Government.

PRICE QUOTATION INSTRUCTIONS (VOLUME II)

If a proposer has a current GSA contract, include your GSA contract number. That proposer's GSA Schedule pricing rates has already been determined fair and reasonable. However, the Government is seeking additional discounts off GSA Schedule labor rates. Pricing will be competitively evaluated based on the level of effort, mix of labor proposed, and overall total price reasonableness.

Pricing of GSA BPA established rates:

Proposers with and without a GSA contract shall use the below format to provide all labor categories and the fully burdened rate per hour per labor category to fulfill the scope outlined in the BPA PWS IAW the terms and conditions of the Vendor's GSA Schedule Contract. Vendor shall provide discounts in accordance with FAR Subpart 8.405-4 Price reductions. Use the below pricing table format (add category rows as necessary):

GSA Labor Category	GSA Rate	% Discounted	Discounted Rate
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Pricing First Task Order:

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

Vendor shall provide a firm fixed price payment schedule.

Use the following pricing table formats (add rows as necessary):

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

BPA Labor Category	BPA Rate Per Hour	% Discounted	Task Order Rate Per Hour	Task Order Proposed Hours Per Labor Category	Total Price Per Labor Category and Total FFP
					\$
					\$
					\$
					\$
TOTAL FFP					\$

*For evaluation purpose only

CLIN	CLIN DESCRIPTION	CLIN AMOUNT
001	EBT Farmers Markets Support Services	\$
002	FM and DMF Technical Assistance	\$
003	Promotion and Reporting	\$
TOTAL FFP		\$
*NOT TO EXCEED TRAVEL		\$
TOTAL		\$

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

CLIN/SUB-CLIN	CLIN/PAYMENT DESCRIPTION	CLIN/SUB CLIN AMOUNT	PAYMENT AMOUNT
001		\$	\$
002		\$	\$
003		\$	\$
	Total		
TOTAL(S)		\$	\$

6.1 Evaluation:

FAR 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/browsefar>

(End of provision)

Provisions Incorporated by Reference:

FAR 52.217-5 Evaluation of Options (July 1990)

Basis of award (FAR 13.103(a)(1)(2):

Award shall be made to the responsive, responsible proposer whose proposal, in conforming to the essential requirements of this solicitation including the RFP and PWS pursuant to FAR 14.404-2 provides the overall best value to the Government, non-price factors and price considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives with a realistic and reasonable firm-fixed price.

Technical proposals (non-price factors) will be evaluated to determine if they are technically acceptable. The responsive responsible proposals found to be technically acceptable on all technical factors (non-price factors) will also be evaluated on price. Technical proposals found to be technically unacceptable on any non-price factor will not undergo price evaluation and will be down selected from this competition.

All evaluation criteria other than price, when combined, are more important than price. However, for a proposal to be considered for award, it must:

- Meet minimum standards (Acceptable) on all evaluation factors.
- Be priced consistent with and based upon the data provided in the Technical proposal.
- Offer Fair and Reasonable Pricing. A proposal found to have unreasonable prices will not be considered for award.

The Government reserves the right to award to other than the proposal that represents the lowest price technically acceptable for a better Technical Approach, Management Plan, Past Performance, or any combination thereof.

The CO's business judgment will govern the most advantageous decision. Therefore, vendors are encouraged to insure that their initial proposal contain the proposer's most favorable terms and reflect its best possible performance potential.

Careful and impartial consideration will be given to all responsive proposals received in response to this solicitation. The successful Vendor must have presented in their submission, a clear and concisely written proposal that gives the Government the greatest confidence in the Vendor's ability to successfully meet the Government's requirement. The evaluation criteria defined in this document will be applied to all responsive proposals in the same manner. The Government will evaluate each responsive proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the Vendor's proposal.

The Government may contemplate communications with proposers; however it reserves the right to make an award without any communication. Accordingly, each responsive proposal should be submitted in as complete a form as possible and without exception to any provision. For the purposes of this acquisition, communications between the Government and the proposer(s) are not negotiations or any form of exchanges pursuant to FAR 15.306.

Relative Importance:

Award will be made to the proposer whose non-price proposal and price proposal provide the best value to the government. The non-price factors, when combined, are more important than price. If two or more proposals are considered technically equivalent, price may become of primary importance in determining the most advantageous proposal to the Government. The solicitation will be evaluated using the following factors:

Evaluation Criteria:

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

The solicitation will be evaluated using the following Criteria:

Criteria 1 - Technical Approach:

BPA Evaluation:

The Government will evaluate the Vendor's technical approach to determine whether it demonstrates a substantive understanding of the scope, complexity and requirements associated

with the objectives described in the BPA Performance Work Statements (PWS). The Government will evaluate the Vendor's proposal to determine whether the Vendor's approach demonstrates a clear understanding of, and clear plan to achieve all objectives outlined in the BPA PWS.

The proposal will be evaluated on the quality and thoroughness of the technical information submitted. The Government will evaluate ability to demonstrate a successful solution and approach to all requirements outlined in the PWS. The technical proposal must provide a clear and detailed plan for developing each task/deliverable in the RFP response.

Criteria 2 – Management Approach:

BPA Evaluation:

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

Call Order (Task Order) Evaluation:

The proposal will be evaluated to determine whether the Vendor demonstrated resources (including subcontractors, consultants, teaming arrangements) that will be available to perform the potential range of FNS task orders to meet the objectives outlined in the PWS. The proposal will be evaluated to determine whether the management plans provide a clear chain of responsibility, quality control plan, cost control method, contract administration, and adequate, qualified staff resources.

The management plan submitted may include but is not limited to:

- The table showing labor-loading chart, showing the expected amount of labor anticipated for each individual, including key personnel and generic positions.

- The table showing the availability of all key personnel, including the percentage of work to be performed under to the task order(s).

- Resumes of Key personnel proposed to perform tasks outlined in the PWS; and The Quality Control Plan (QCP).

Criteria 3 - Past Performance FAR 15.304(c)(3)(i): (BPA)

The Government will evaluate the offeror's past performance pursuant to FAR 15.305(a)(2)(iv). Past performance information may take into account predecessor companies, key personnel who

have relevant experience or subcontractors that will perform major or critical aspects of the requirement.

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

The evaluation of experience and past performance on completed projects will be a subjective assessment based upon a consideration of all relevant facts and circumstances. Past performance will be evaluated as a measure of the Government's confidence in the proposer's ability to successfully perform this project based on demonstrated relevant and recent performance. The Government seeks to determine whether the proposer has consistently demonstrated knowledge of and a commitment to customer satisfaction with timely delivery of services at fair and reasonable prices. In evaluating the proposer's past performance on completed projects, the Government may consider information in the proposer's proposal and information from other sources, including references, past and current customers, Government agencies and any other sources deemed necessary.

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

Neutral (N)	Vendor without a record of relevant past performance or for whom information on past performance is not available. The Vendor may not be evaluated favorably or unfavorably on past performance.
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Criteria 4 – Price:

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

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

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

(End of provision)

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

(a) Awards made under this solicitation are subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

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

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

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

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

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

(End of provision)

ATTACHMENT I

Solicitation: 12319818R0002

FOOD AND NUTRITION SERVICES (FNS) ON BEHALF OF SNAP TO PROVIDE FARMERS MARKET SUPPORT SERVICES

Performance Work Statement (PWS)

1.0 INTRODUCTION

The United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), Supplemental Nutrition Assistance Program (SNAP) is seeking a qualified vendor capable of providing performance-based contractual support for the Electronic Benefit Transfer (EBT) Equipment Program to administer the distribution of EBT equipment and services to eligible SNAP-authorized farmers markets (FM) and direct marketing farmers (DMF), and to provide promotional and reporting services related to this task. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Farmers Market Support Services as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services.

2.0 BACKGROUND

USDA is committed to supporting local food systems and expanding access for SNAP participants to healthy foods. Therefore, USDA has made it a priority to help more farmers' markets and direct-marketing farmers to become SNAP-authorized and actively participate in the program.

In FY 2012, Congress appropriated \$4 million to "...expand the availability of point of sale terminals in farmers' markets that are not currently participating in SNAP to assist in the redemption of SNAP benefits...." [See page 30-48 of *Food and Nutrition Service: 2012 Explanatory Notes*]

Beginning in FY 2014, FNS contracted for the administration of this program, and has continued to do so since. The program provided over 1,700 devices to farmers and markets in FY16 and FY17. Equipment recipients are able to receive funding for three (3) years of equipment services under this program. The awardee will continue this work.

3.0 SCOPE/OBJECTIVES

Services include facilitating the distribution of wireless EBT equipment to eligible SNAP-authorized FMs and DMFs, providing FMs/DMFs with technical assistance in applying for this program, ordering, setting-up, and operating their EBT equipment, creating materials to publicize the availability of EBT equipment, and generating reports on EBT equipment distribution that meet the collection and reporting requirements of FNS.

The period of performance will be for one year from the contract award date, with four additional 1-year options, subject to funding availability.

4.0 REQUIRED TASKS

4.1 Distribute wireless EBT Equipment to qualified FMs and DMFs

The Contractor shall perform the following activities under this task:

- Create or procure a secure, online portal in order to accept and track applications for equipment from authorized FMs/DMFs. The portal must be created as a stand-alone product that will be delivered to FNS in a format that can also be incorporated into existing FNS systems at the end of the period of performance.
- As part of the application process, provide two (2) wireless equipment options to qualified FMs and DMFs, and allow the applicant to choose. In each instance the option identified must be the lowest cost option that will provide full functionality. One equipment option will accept only SNAP. The second option will accept SNAP and commercial debit and credit. To the extent that cellular service needs may vary in different areas of the country, the contractor shall identify the best and most cost effective option for each area.
- Enter into a Memorandum of Understanding (MOU) directly with each selected equipment provider. The Contractor will provide FNS with a copy of the MOU upon the completion of each.
- Ensure that EBT equipment orders are accurately processed so that eligible FMs and DMFs receive the correct piece of equipment without unnecessary delay, and that equipment providers are paid according to the requirements of the MOU between the provider and the Contractor.
- Review applications based on eligibility requirements established by FNS. FNS currently defines “eligible FMs/DMFs” as those that: 1) Are SNAP-authorized; 2) Do not have functional SNAP EBT equipment; 3) Have a verifiable capacity to attract SNAP customers as determined by FNS; 4) Did not previously receive equipment through this program before May 2, 2012; and 5) For DMFs, are farmers that participate in at least one FM. Criteria to determine “verifiable capacity to attract SNAP customers” and “functional SNAP EBT equipment” will be established by FNS and provided to the Contractor.
- Maintain accurate and comprehensive informational materials comparing the available equipment options.
- Work with FNS to determine a process to require equipment recipients to return their device to the provider, if the FM or DMF does not start redeeming SNAP or other FNS program benefits within a particular time period after receiving equipment, to be determined by FNS.

4.2 FMs/DMFs Technical Assistance

The Contractor shall perform the following activities under this task:

- Provide technical assistance to applicant FMs and DMFs in completing the online application, responding to inquiries regarding order or delivery issues, or communicating

with the chosen equipment provider.

- Create and conduct two webinars in partnership with FNS during each period of performance to provide guidance to interested FMs/DMFs on equipment program options and the application process.

4.3 Promotion and Reporting

The Contractor shall perform the following activities under this task:

- Create materials, to be reviewed and approved by FNS, promoting the availability of EBT equipment to the FM/DMF. Once finalized, these materials must be made available publicly via the online application portal and website. If changes are necessary to the information contained in these materials, the materials will be updated and posted within 7 business days of the Contractor becoming aware of the change.
- Create and provide to FNS via email cumulative monthly equipment program reports through which FNS can monitor monthly, fiscal year to date, and fiscal year to fiscal year (for example, 1st quarter FY18 and 1st quarter FY19) activities in the program. The reports must be clearly written and provide relevant data comparison points.
- Create and provide to FNS via email an annual report summarizing program activities for the previous period of performance. The annual reports must include graphs, maps, and narrative explanations, as needed, to demonstrate program activity across FNS regions. In all instances, the reports must follow a standard format to be created by the Contractor and approved by FNS, so it is simple to compare program activities over time.
- Create and provide to FNS via email a list of FMs and DMFs that received equipment during the period of performance summarized in the corresponding annual report. The list must be in a secure, password-protected Excel file format, and include FM/DMF name, contact person, mailing address, email address, phone number, retailer type (FM or DMF), FNS authorization number, application date, equipment provider name, equipment contract start date, and equipment contract end date.
- Create and provide to FNS via email a Final Equipment Program Report (FEPR) summarizing program activity for the entire period of performance of the contract. The FEPR must include graphs, maps, and narrative explanations, as needed, to demonstrate program activity across the nation and within FNS regions. As part of the FEPR, the Contractor must also provide a comprehensive list of all FMs and DMFs that received equipment during the entire period of performance of the contract. The list must be in a secure, password-protected Excel file format, and include FM/DMF name, contact person, mailing address, email address, phone number, retailer type (FM or DMF), FNS authorization number, application date, equipment provider name, equipment contract start date, and equipment contract end date.

5.0 DELIVERABLES

Deliverable	Format	Acceptance Criteria	Due Date
Orientation meeting	Conference call	100% participation of all key FNS and contractor staff	Within 10 business days of contract award
Monthly status calls	Conference call/monthly	Participation of all key	Schedule to be

		program and contractor staff	determined at Orientation Meeting
Monthly equipment report template	Written report (PDF or Word) submitted via email	Reviewed and accepted by COR and program staff	Draft: 15 business days after Orientation Meeting
Monthly equipment report	Written report (PDF and Word) submitted via email	Reviewed and accepted by COR and program staff.	The 15 th of each month during the period of performance. If the 15 th falls on a weekend or federal holiday, the report shall be due on the next business day.
Technical assistance webinars (2 per year during performance period)	Online, via a webinar service agreed upon by FNS and Contractor	Participation of key contractor and FNS program staff	TBD
Annual equipment report	Written report (PDF and Word) submitted via email	Reviewed and accepted by COR and program staff.	No later than 30 calendar days following the end of each period of performance under the Contract.
Annual list of equipment recipients	Secure, password-protected Excel file submitted via email	Reviewed and accepted by COR	No later than 30 calendar days following the end of each period of performance under the Contract.
Online application portal	Internet-based application site	Reviewed and accepted by FNS program staff	No later than 30 calendar days after orientation meeting (if Contractor has a pre-existing portal at time of award); No later than 60 calendar days after orientation meeting (if Contractor does not have a pre-existing portal at time of award)
Final equipment program report (FEPR)	Written report (PDF and Word) submitted via email	Reviewed and accepted by COR and program staff.	No later than 30 calendar days after the completion of the period of performance
Final comprehensive list of equipment recipients	Secure, password-protected Excel file submitted via email	Reviewed and accepted by COR	No later than 30 calendar days after the completion of the period of performance

1. All reports shall be clearly written in straightforward sentences using proper grammar; and reflect strong professional standards regarding the analysis of qualitative and quantitative data. Formatting shall adhere to templates created at the onset of the project.
2. Outreach materials shall feature consistent formatting with clear, engaging graphics and photos, and clearly indicate that this is a USDA program being administered by the vendor under contract with FNS.
3. Webinar presentations shall be clear and well-rehearsed, and require at least one run through prior to going live.
4. USDA and FNS logos and branding materials will only be used when explicitly approved by FNS.

6.0 GOVERNMENT FURNISHED ITEMS

FNS will provide the Contractor with a list of FMs and DMFs that have asked to be notified once the equipment program is operational. This list will consist of email addresses for each FM or DMF, as well as a phone number in most cases.

7.0 PERFORMANCE REQUIREMENT SUMMARY (PRS)

PERFORMANCE REQUIREMENTS	APPLICABILITY	PERFORMANCE STANDARD	AQL (Acceptable Quality Level)	SURVEILLANCE FREQUENCY	SURVEILLANCE METHODS
Quality of Products or Services	As stipulated in the PWS	Timeliness, quality, complete & accurate	95% of all deliverables are error free (grammar, formatting, content)	Ad hoc , for one-time products; quarterly and annual for reports	100% inspection
Schedule	As stipulated in the PWS	Timeliness	95% of all deliverables are on-time; schedules may be modified by FNS as needed.	Monthly, final, and ad hoc.	100% inspection
Business Relations	As stipulated in the PWS	Professionalism	95% of verified customer feedback are positive	Ad hoc	Customer feedback/complaints
Management of Key Personnel	As stipulated in the PWS	Professionalism, timeliness & quality	95% of verified customer feedback are positive	Ad hoc	Customer feedback/complaints

8.0 CLIN PRICING

The initial period of performance is from the date of award to September 30, 2018.

CLIN	DESCRIPTION		AMOUNT
001	Farmers Markets EBT Support Services		\$
002	Technical Assistance to FMs and DMFs		\$
003	Promotion and Reporting		\$
		Total	Not to exceed \$

ATTACHMENT II
PAST PERFORMANCE QUESTIONNAIRE FOR
SOLICITATION NUMBER: 12319818R0002

THIS FORM IS PROVIDED FOR THE PURPOSE OF PROVIDING TO
AND SUBMITTAL BY THE VENDORS REFERENCES

Our company is being considered in a Source Selection by the Food and Nutrition Service (FNS), Contract Management Division. It would be appreciated if you would provide comments regarding our past performance. Your comments are considered Source Selection Sensitive; therefore, you are advised that the Federal Acquisition Regulation (FAR) prohibits the release of the names of individuals providing reference information about a Vendors past performance. In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

This form shall be sent via e-mailed to:

Tset Wong at tset.wong@fns.usda.gov. And cc to Matthew Horn at matthew.horn@fns.usda.gov.

Past Project Information:

1. Contractor name and address:

2. Project Title and/or Contract Number:

Evaluator (The following information will assist in the analysis of the data. Information will be kept confidential.)

1. Name of Evaluator: _____ Date: _____
2. Phone Number: _____ Fax Number: _____

3. Address:
4. Position held or function in relation to the project:

RATINGS:

Please evaluate the contractor's performance using the following ratings:

- (E) Exceptional The contractor's performance greatly exceeded the stated requirements.
- (HA) Highly Acceptable The contractor's performance exceeded the stated requirements.
- (A) Acceptable The contractor's performance met the stated requirements.
- (M) Marginal The contractor's performance met the stated requirements, but with difficulty.
- (U) Unacceptable The contractor's performance did not meet the stated requirements.

Please rate and provide any supporting information for the following: (Use additional sheets as necessary)

1. The relationship between the contractor and the customer's contract team.
2. The contractor's on-site management and coordination of subcontractors.
3. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.
4. The contractor provided competent program/project manager, supervisor, and workers .
5. The contractor's quality control.
6. The contractor's ability to meet the performance schedule.
7. The contractor took measures to improve his schedule problems, if any?
8. The contractor's ability to provide the required work at a reasonable price.
9. The contractor's compliance with laws, regulations, and policies, if applicable.
10. The contractor rectified identified problems in a timely fashion without further incident of the same.

11. Has the contractor been given any of the following: Cure notice; show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.
12. Would you award another contract to this contractor? If no, please explain.
13. Was the customer satisfied with the end product?
14. Was the contractor provided an opportunity to discuss any negative performance ratings? If so, what were the results?
15. The contractor maintained a professional working relationship with Government personnel.
16. The contractor was reasonable and cooperative in resolving customer complaints.
17. OVERALL RATING:

Please provide any additional comments.

FINANCIAL TRANSACTION MANAGEMENT LLC

In Response to:
RFP 12319818R0002 Farmers Markets Support Services

Submitted to:
U.S. Department of Agriculture
Food Nutrition Service
Tset Wong, Contract Specialist
3101 Park Center Drive, Room 228
Alexandria, VA 22302
Tset.wong@fns.usda.gov
Cc to Lawrence Williams at lawrence.williams@fns.usda.gov

Submitted by:
Financial Transaction Management LLC
1900 Campus Commons Dr Ste 100
Reston, VA, 20191-1535

Offeror's POC:

Angela Sparrow

Angela Sparrow, CEO

Phone: (b)(6)

Email: (b)(6)

DUNS: (b)(4)

CAGE:

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

(a) Awards made under this solicitation are subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

The Offeror is [X], is not [] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern

Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

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

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

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

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

(End of provision)

This response includes data that shall not be disclosed outside the Government and shall not be used in whole or in part for any purposes other than to evaluate this response; except if this firm is awarded a contract or agreement as a result of information contained herein or the same information is obtained from an outside source.

FINANCIAL TRANSACTION MANAGEMENT LLC

February 06, 2018

Dear Mr. Wong and Mr. Williams,

Financial Transaction Management LLC (FTM), an economically disadvantaged women-owned small business (EDWOSB) with North American Industry Classification System (NAICS) code 522320 Financial Transactions Processing as well as 425110 Business to Business Electronic Markets, 541614 Process, Physical Distribution, and Logistics Consulting Services, 541870 Advertising Material Distribution Services, as well as 522390 Other Activities Related to Credit Intermediation and 541511 Custom Computer Programming Services, is pleased to submit this Request for Proposal (RFP) 12319818R0002 response to the U.S. Department of Agriculture (USDA), Food and Nutrition Service (FNS), for the above-referenced request for proposal (RFP).

(b)(4)

If you wish to discuss any aspect of our submission, please feel free to contact me at

(b)(6)

(b)(6)

Thank you for considering our team.

Respectfully,

Angela Sparrow

Angela Sparrow,
CEO

Financial Transaction Management LLC
1900 Campus Commons Dr Ste 100
Reston, VA, 20191-1535
DUNS number (b)(4)
CAGE Code:

POC: Angela Sparrow

(b)(6)

FINANCIAL TRANSACTION MANAGEMENT LLC

QUALITY ASSURANCE AND QUALITY CONTROL PLAN

FTMLLC RESPONSE TO RFP 12319818R002

1.0 Introduction

1.1 Purpose

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1.2 Authority

Authority for issuance of this QAP is provided under the section which provides for inspections and acceptance of the services and documentation called for in task orders, to be executed by the Contracting Officer or a duly authorized representative. Inspection and acceptance will be performed at Task Order level. Deliverables will be accepted or rejected by a COR. The COR will be appointed by the Contracting Officer and identified in the contract.

1.3 Scope

To fully understand the roles and responsibilities of the parties, it is important to state that the Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract and follow-on task orders. The Contractor develops and submits a Quality Control Plan (QCP) for Government approval in compliance with the contract.

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2.0 Performance Management Approach

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2.1 Planning

Each task order will be planned as a separate project. In every case, FTM will

(b)(4)

(b)(4)

2.2 Communication

(b)(4)

2.3 Monitoring

FTM understands that proactive, vigilant monitoring of all aspects of a task will be required in order for that task to be successful. Our task leads will be involved and informed at every level of project execution and will communicate successes and areas of concern to program leadership, which will ease the burden of governance and oversight on the part of the government.

2.4 Incentivizing Excellence

Common sense dictates that appropriately incentivizing team members leads to higher morale, higher productivity, lower absenteeism and a greater commitment to quality. FTM values the contributions of all our staff, subcontractors, teaming partners and consultants.

(b)(4)

(b)(4)

2.4.1 Personnel and Subcontractor Management

As an economically disadvantaged women owned small business concern (EDWOSB), FTM recognizes the value of developing personal relationships with all of our employees. That philosophy extends to our teaming partners and subcontractors, as well. We firmly believe that expectations must be clearly communicated and understood in order to be a cohesive and productive team.

Additionally, once the expectations have been communicated and understood, performance must be monitored and evaluated on an on-going basis – to include the quality of work, morale, attendance, and even relationships with others. FTM performs semi-annual evaluations for all employees at every level of the company and provides feedback and guidance designed to encourage professional growth and a motivation to excel. Where areas of concern or opportunities for improvement exist, counseling is immediately available and course corrections are made, as needed. This is also true with our partners on projects, since we approach opportunities where subcontractors co-exist with us using a “one-team” mentality. Our task order team members (employees and subcontractors) will be evaluated on a regular basis for the duration of their task and incentivized or counseled appropriately (b)(4)

(b)(4)

2.5 Risk Identification, Analysis and Mitigation

(b)(4)

2.6 Immediate Corrective Action

(b)(4)

2.6.1 Cost Control and Reporting

FTM recognizes that in a fiscally constrained environment, cost overruns on a

government project cannot be tolerated. There is just no margin for error. Our task order

lead will have many options when it comes to controlling cost; and resource-leveling, risk management, and quality control will be chief among them. Our Program Manager is proficient in the use of program management techniques and will continually track planned progress on all task orders to help ensure that no control thresholds are triggered. If there is a risk that might cause the potential for a cost overrun, immediate corrective action will be taken. Regular status reports to the government lead will be scheduled, and these reports will contain information about the performance measurement baseline, among other things (b)(4)

(b)(4)

2.6.2 Schedule Adherence

(b)(4)

(b)(4)

Because

careful planning will have been done during the task order kick-off

(b)(4)

(b)(4)

In addition, (b)(4)

(b)(4)

(b)(4)

Again, any deviation

from the schedule will be immediately communicated.

3.0 Delivering Conforming Services with Minimal Government Oversight

As was previously stated, our (b)(4)

(b)(4)

(b)(4)

By strict adherence to these industry-accepted best practice activities, FTM can successfully deliver all task orders on time, within budget, and all with a minimal amount of government oversight. (b)(4)

(b)(4)

(b)(4)

rendering

government onerous oversight unnecessary.

3.1 Roles and Responsibilities

The following Government resources shall have responsibility for the implementation of this QAP:

3.1.1 The Contracting Officer (CO)

The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, cost control, and for resolving any differences between the observations

documented by the government PMO for support services and the contractor. The CO ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The CO will designate a Contracting Officer Representative (COR) as the Government authority for Performance Management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the CO.

3.1.2 The Contracting Officer's Representative (COR)

The COR is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance and enter the observations into the Contractor Performance Assessment Reporting System (CPARS). Government surveillance may occur under the inspection of services clause for any service relating to the contract.

The below FTM personnel shall have the following responsibilities:

3.1.3

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(b)(4)

3.1.4

(b)(4)

(b)(4)

3.1.5

(b)(4)

(b)(4)

3.2 Methodologies to Monitor Performance

3.2.1 Government Surveillance Techniques

In an effort to minimize the Performance Management burden, simplified surveillance methods shall be used by the Government to evaluate contractor performance when appropriate. The sample primary methods of surveillance used could be:

(b)(4)

(b)(4)

3.3 Contract Deliverables

All contract deliverables will be received by the government on time and will be complete, correct, and professional in appearance and substance. FTM takes pride in our ability to produce quality products – (b)(4)

(b)(4)

(b)(4)

These deliverables, which will be stated in each of the assigned task orders, are subject to government review and acceptance. All deliverables will become property of the government.

FTM will submit a monthly status report, covering the first day of the month through the last day of the month, by the (b)(4)

(b)(4)

(b)(4)

3.3.1 Documentation

In addition to providing required reports to the Contracting Officer, the COR will maintain a (b)(4)

(b)(4)

3.3.2 Contractor Performance Assessment Reporting System (CPARS)

The CPARS system is a web-enabled application that is accessed via the Internet website, <https://www.cpars.gov>. This system allows authorized government individuals assigned to management of specific contracts/orders as an Assessing Official Representative or Assessing Official to enter proposed ratings and supporting narrative or remarks. These ratings are relative to the contractor's performance for a specific contract/order. FTM's recommended Performance Standards, Evaluation Periods, Incentives, Task Assessments and Evaluation Ratings are outlined in the Appendices of this QAP.

3.4 Measuring Customer Satisfaction

(b)(4)

(b)(4)

(b)(4)

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Appendix C: Recommended Task Assessments

Task Assessments
<u>Quality of Product or Service</u> – Assess the contractor’s effort to transform operational needs and requirements into an integrated solution. Areas of focus may include the planning and management of program tasks, the quality of support provided throughout all phases of contract execution, the integration of program management specialties, management of interfaces, and the management of a totally integrated effort of all program management concerns to meet cost, performance, and schedule objectives. Assess how successfully the contractor meets program quality.
<u>Schedule</u> – Assess the contractor’s adherence to the required delivery schedule by assessing the contractor’s efforts during the assessment period that contribute to or effect the schedule variance. Also address significance of scheduled events (i.e., design reviews), discuss causes, and assess the effectiveness of contractor corrective actions.
<u>Cost/Price Control</u> – Assess the contractor’s effectiveness in forecasting, managing, and controlling contract cost/price. In addition, the extent to which the contractor demonstrates a sense of cost/price responsibility, through the efficient use of resources in each work effort should be assessed.
<u>Business Relations</u> – Assess the timelines, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor’s reasonable and cooperative behavior, effective business relations, and customer satisfaction.
<u>Management</u> – Assess the contractor’s success with timely award and management of subcontracts, including whether the contractor met small/small disadvantage and women-owned business participation goals. Discuss the extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks/actions required by contract; communicates appropriate information to affected program elements in a timely manner. Assess the contractor’s risk mitigation plans. If applicable, identify any other management areas that are unique to the contract.
<u>Other areas</u> – Assess additional evaluation areas unique to the contract or that cannot be captured elsewhere.

Appendix D: Recommended Evaluation Ratings

The evaluation ratings are as follows:

Evaluation Ratings
<u>Exceptional</u> – Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the task and sub-task being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
<u>Very Good</u> - Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the task and sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
<u>Satisfactory</u> - Performance meets contractual requirements. The contractual performance of the task and sub-task contain some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
<u>Marginal</u> - Performance does not meet half of contractual requirements. The contractual performance of the task and sub-task being assessed reflect a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.
<u>Unsatisfactory</u> – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task contains a serious problem(s) for which the contractor’s actions appear or were ineffective.

Appendix E: Sample Quality Assurance Monitoring Form

(b)(4)

Appendix F: Quality Control Plan

FINANCIAL TRANSACTION MANAGEMENT LLC QUALITY CONTROL PLAN (QCP)

FTMLLC RESPONSE TO RFP 12319818R002

1.0 The Provision of Quality Products and Services

FTM understands that information technology and administrative officer support are both mission-critical enablers for every business function. (b)(4)

(b)(4)

Quality control is essential to ensuring services are developed, delivered, and managed to meet or exceed government requirements. The services environment presents unique challenges to prevent deficiencies before they can impact service delivery. The development of a strong quality program hinges on a complete understanding of requirements and expectations. A successful quality program depends on the development, implementation, and monitoring of implementable processes that are easy to follow.

(b)(4)

(b)(4)

2.0 Monitoring

(b)(4)

2.1 Identification and Elimination of Systemic Problems

(b)(4)

2.1 Monitoring Methods and Techniques

FTM will use the following surveillance strategies to support this Quality Control Plan's administration:

(b)(4)

(b)(4)

3.1 Methods to Respond to Customer Concerns and Correct Service Quality Issues

(b)(4)

(b)(4)

(b)(4)

(b)(4)

3.2 Control Measures Used to Prevent and/or Correct Service Quality Issues

(b)(4)

4.0 Roles and Responsibilities

FTM and the government will have responsibilities for the implementation of this QCP as follows:

4.1 The Contracting Officer (CO)

The government Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, and for resolving any differences between observations documented by the government PMO for support services and the contractor. The CO ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The CO will designate a Contracting Officer Representative (COR) as the Government authority for Performance Management. The number of additional representatives serving as inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the CO.

4.2 The Contracting Officer's Representative (COR)

The COR is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

4.3 The Program Manager (PM)

FTM's Program Manager will be responsible for all work done on all task orders issued related to contract task orders. The Program Manager will be responsible for communicating status and other updates to the government and to FTM leadership. The overall health of the entire program is the responsibility of the Program Manager. The PM will ensure that all aspects of this QCP are carried out in accordance with the provisions within, providing regular reports to the COR that measure contract performance. The PM serves as the single point of contact for execution of task orders on this contract. The PM will work closely with the COR in execution of QC activities. Specific QCP responsibilities for the FTM team's PM include:

(b)(4)

(b)(4)

4.4 The Quality Manager (OM)

(b)(4)

4.5 The Task Order Leads

(b)(4)

Appendix F1: Features and Benefits of Our Quality Control Plan

FTM's quality management framework effectively covers project delivery – from project initiation through closure.

(b)(4)

Financial Transaction Management LLC

Response to Request for Proposal (RFP) 12319813R0002

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Distribute wireless EBT Equipment to qualified FM's and DMF's

Section A

1.

Financial Transaction Management LLC (FTM) an economically disadvantaged women-owned small business (EDWOSB) appreciates why the United States Department of Agriculture (USDA) and Food and Nutrition Service (FNS) places emphasis on facilitating the connections between Supplemental Nutrition Assistance Program (SNAP) participants and farm-direct retailers and farmers markets. Without this emphasis, improving access to affordable and healthful foods while increasing American farm income may be adversely affected.

2.

(b)(4)

3.

FTM prides itself on taking proactive approaches to identifying and addressing opportunities to strengthening farmers markets benefiting SNAP, its participants and local communities.

(b)(4)

Section B

1.

FTM's proactive approach to enhancing SNAP EBT success rates as well as retention rates are based on

(b)(4)

(b)(4)

1.

FTM's approach to enhance the effectiveness of the SNAP EBT goals (b)(4)

(b)(4)

2.

As mentioned in the introduction, FTM is agile. Even without currently knowing exactly what all the existing FNS systems are and will look like at the end of the performance period, FTM has the resources to ensure that the online portal that FTM will develop has a program system to receive online application and monitor the application process behind the scenes, such as the mashups, API, interactive media, its content, and hypermedia will be fully compatible with FNS's systems. In addition to developing an online portal for the SNAP EBT Farmers Market Program, (b)(4)

(b)(4)

Quality Control Plan is attached.

Section D

1.

FTM understands and appreciates that pursuant to FAR 15.305(a)(2)(iv) that in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. FTM has on the team (b)(4)

(b)(4)

(b)(4)

who has Project Management Professional Certified professionals and Board members who have over thirty (30) experiences working with the Federal Government. Resumes are attached.

SNAP EBT Equipment Program Online Application Portal

Section A

1.

FTM will develop the website and negotiate with the hosts specifically for the SNAP EBT Equipment Program including the online application portal. (b)(4)

(b)(4)

(b)(4)

The application portal will serve four types of users, each with different permissions: program applicants, FTM program administrators, FNS staff and service providers. The portal will allow all information regarding program participants to be stored and viewed in a single platform, ensuring that all parties involved in the program have access to accurate information in real-time.

Section B

1.

Program Applicants: Farmers market (FM) operators and direct marketing farmers (DMFs) who visit FTM's online toolshed to gain access to educational materials about eligibility requirements, review equipment options and third party service options, select the best service provider for their needs and complete the application online. These sections of the website are open and viewable by the public. Upon completing the application, participants create an account that will allow them to return to the site to login and view their status as they move through the review process. The application itself will be divided into three sections: Eligibility; Contact & Account Information; and Preferred Service Provider.

Section C

(b)(4)

Example of the Online Application Portal Eligibility Section

1. Eligibility

Question 1

- N/A
- I am a direct marketing farmer who participates in at least one farmers market.
- I am applying on behalf of a farmers market.

Question 2

- N/A
- I do not currently possess functioning EBT devices.
- I currently possess functioning EBT device(s), but received that EBT device(s) before May 02, 2012.

Question 2-1

- I rely on paper vouchers to accept SNAP, and have never possessed EBT devices.
- I currently rely on paper vouchers to accept SNAP, but used to possess functioning EBT devices.
- I do not accept SNAP and have never possessed functional EBT devices
- I do not currently accept SNAP, because I no longer possess functional EBT devices.

Continue

2.

FTM Program Administrators:

(b)(4)

(b)(4)

Sample of Application Review (actual will not show wordwrap)

(b)(4)

3.

FNS Program Staff:

(b)(4)

(b)(4)

4.

Service Providers:

(b)(4)

(b)(4)

5.

(b)(4)

(b)(4)

6.

FTM has years of experience in the field of financial transaction matters and completely understands and appreciates the vast variations of service providers throughout the United States. Even the Farmers markets themselves vary significantly in funding streams, management structures, locations, staffing capacities, and facilities that may include access to electricity, internet, and different cell services available; all of which effect processing fees, equipment

options, and payment options. (b)(4)

(b)(4)

7.

Not only will FTM obtain and provide FNS Memorandums of Understanding (MOU) with equipment providers who are capable of meeting the requirements of FNS; FTM, with its extensive years of experience in the merchant services trade, (b)(4)

(b)(4)

8.

FTM will review and confirm applicant eligibilities and maintain comprehensive and accurate information online comparing equipment options and ensure that FNS-established eligibility requirements are contained within the online application portal (b)(4)

(b)(4) does not already have functional SNAP EBT equipment; show the applicant possess the capacity to attract SNAP customers; has not been a recipient of the SNAP EBT program prior to 5/2/2012; and that DMF's are farmers that participate in at least one FM, and in deciding whether or not the FM or /DMF is eligible for participation in the program.

9.

(b)(4)

The below sample chart illustrates data for comparison:

Sample comparison chart

(b)(4)

(b)(4)

10.

FTM will collaborate with FNS on processes to better facilitate the returns of devices no longer used for the program for reasons to be determined by FNS. (b)(4)

(b)(4)

(b)(4) FTM will work with FNS to determine the appropriate time-frames for monitoring non-redeemers before cancelling their participation and requiring them to return their equipment.

(b)(4)

11.

FTM will update the portal content that provides information on various device options as well as different levels of third-party services available. The interactive portal will provide educational information about:

- New service and equipment options, and updates;
- Comparisons of service providers;
- Informational guidance for assessing devices and service needs;
- Costs and benefits of including EBT only devices in their service area;
- Information about service provider agreements;
- SNAP glossary of relevant terms

(b)(4)

Quality Control Plan is attached.

Section D

1.

FTM understands and appreciates that pursuant to FAR 15.305(a)(2)(iv) that in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. FTM has on the team (b)(4)

(b)(4) (b)(4) who has extensive Information Technology services experiences whose application development approach includes all steps from project initiation, to project planning, to task execution, to project closing. Resumes are attached.

FMs/DMFs Technical Assistance

Section A

1.

FTM has continual process improvement innovations in play to help increase effectiveness and decrease waste. FTM will provide access to live technical assistance and technical support for program participants, partners, applicants and service providers for not only the devices, but also on the program itself. FTM will provide assistance and guidance around the equipment program application process, (b)(4) and even assistance with selecting the appropriate service providers.

Section B

1.

In addition, FTM will provide assistance with coordination with service providers in the areas of equipment delivery, service options, setup options, and equipment order and delivery issues in the field. (b)(4)

(b)(4)

(b)(4) FTM is also available to FNS for additional project research, development, and evaluation research, and training.

Section C

(b)(4)

1.

Through collaboration with FNS, (b)(4)

(b)(4)

(b)(4)

2.

(b)(4)

Quality Control Plan is attached.

Section D

1.

FTM understands and appreciates that pursuant to FAR 15.305(a)(2)(iv) that in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. FTM has on the team (b)(4)

(b)(4) (b)(4) who has IT professionals in areas such as production support and web services and whose Board members who have over thirty (30) experiences working with the Federal Government. Resumes are attached.

Promotion

Section A

1.

(b)(4)

Section B

1.

FTM will also manage and post FNS-approved changes within seven business days. The FNS EBT approved promotional information will be made available to the public on the online portal and website. Information such as who may be eligible, (b)(4) for the applicant through the program along with associated fees.

Section C

(b)(4)

1.

FTM will also collect from sources outside of the online portal. (b)(4)

(b)(4)

Quality Control Plan is attached.

Section D

1.

FTM understands and appreciates that pursuant to FAR 15.305(a)(2)(iv) that in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. FTM has on the team (b)(4)

(b)(4) (b)(4) who have professional outreach and promotional expertise and Board members who have over thirty (30) experiences working with the Federal Government. Resumes are attached.

Reporting

Section A

1.

FTM will work with FNS on areas to include monthly reports and to provide to FNS via email, cumulative equipment program reports. This will allow FNS to track program activities from various perspectives and relevant data points FNS may compare such as yearly or monthly or cumulatively.

Section B

1.

FTM, in collaboration and approval of FNS; reports will contain information that include but is not limited to:

(b)(4)

Section C

(b)(4)

1.

FTM will also email to FNS reports annually in a format approved by FNS, of activities of the Program that will include maps, graphs and appropriate explanations demonstrating activities

throughout regions of FNS SNAP EBT.

(b)(4)

(b)(4)

2.

The data for the reports, such as data on applicants, data on devices, and data on active participants, will be a culmination of online activities such as the following sample report:

Sample report Applicants and Participants Aggregate (actual will be shown in Graph format)

(b)(4)

Sample Report Service Providers' Number of Participants (actual will be shown in graph format)

State	Provider 1	Provider 2	Provider 3	Provider Other
Alabama				
Alaska				
Arizona				
Arkansas				
California				
Colorado				
Connecticut				
Delaware				
District of Columbia				
Florida				
Georgia				
Hawaii				
Illinois				
Indiana				
Iowa				
Kansas				
Kentucky				
Louisiana				
Maine				
Maryland				
Massachusetts				
Michigan				
Minnesota				
Mississippi				
Missouri				
Montana				
Nebraska				
Nevada				
New Hampshire				
New Jersey				
New Mexico				
New York				
North Carolina				
North Dakota				
Ohio				
Oklahoma				

Oregon				
Pennsylvania				
Rhode Island				
South Carolina				
South Dakota				
Tennessee				
Texas				
Utah				
Vermont				
Virgin Islands				
Virginia				
Washington				
West Virginia				
Wisconsin				
Wyoming				

Sample Report Applicants Approved, by State (actual will be shown in map format)

State	Number of Applicants Approved
Alabama	
Alaska	
Arizona	
Arkansas	
California	
Colorado	
Connecticut	
Delaware	
District of Columbia	
Florida	
Georgia	
Hawaii	
Illinois	
Indiana	
Iowa	
Kansas	
Kentucky	
Louisiana	
Maine	
Maryland	
Massachusetts	

Michigan	
Minnesota	
Mississippi	
Missouri	
Montana	
Nebraska	
Nevada	
New Hampshire	
New Jersey	
New Mexico	
New York	
North Carolina	
North Dakota	
Ohio	
Oklahoma	
Oregon	
Pennsylvania	
Rhode Island	
South Carolina	
South Dakota	
Tennessee	
Texas	
Utah	
Vermont	
Virgin Islands	
Virginia	
Washington	
West Virginia	
Wisconsin	
Wyoming	

3.

FTM will email to FNS Final Equipment Program Reports (FEPR) that will provide the period of performance summary of the Program's activities that will include maps and graphs that may be accompanied with narrative explanations demonstrating program activities within FNS regions and across the nation if appropriate. (b)(4)

(b)(4)

Quality Control Plan is attached.

Section D

1.

FTM understands and appreciates that pursuant to FAR 15.305(a)(2)(iv) that in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. FTM has on the team (b)(4)

(b)(4) (b)(4) who has Project Management Professional Certified professionals and Board members who have over thirty (30) experiences working with the Federal Government. Resumes are attached.

2.

FTM will fully adhere to the FNS schedule of deliverables and FTM will collaborate and coordinate with FNS of FNS's schedule "to be determined". Reports shall be clearly written in straightforward sentences using proper grammar and reflect strong professional standards regarding the analysis of qualitative and quantitative data. Formatting shall adhere to templates created at the onset of the project in collaboration with requirements of FNS.

3.

(b)(4)

Key Personnel

To support the overall scope of support for the Electronic Benefit Transfer (EBT) Equipment Program to administer the distribution of EBT equipment and services to eligible SNAP-authorized farmers markets (FM) and direct marketing farmers (DMF), and to provide promotional and reporting services related to this Program. Will create and maintain a stand-alone website with online portal for application submission, approvals, tracking and reporting.

(b)(4),(b)(6)

(b)(4)

(b)(4)

(b)(4);(b)(6)

(b)(4)

EXCEEDS MINIMUM REQUIREMENTS:

1.

(b)(4)

2.

(b)(4)

3.

(b)(4)

(b)(4)

4.

(b)(4)

5.

(b)(4)

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

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Withheld pursuant to exemption

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of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

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of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(6)

of the Freedom of Information and Privacy Act

Memorandum of Understanding

Financial Transaction Management

Free SNAP EBT Equipment Program (EBT/Debit/Credit Terminals)

Agreement between **Financial Transaction Management** and (b)(4) on
February 6, 2018

Program Summary

In anticipation of The United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) partnering with Financial Transaction Management: to provide eligible farmers markets and direct marketing farmers with free electronic benefit transfer (EBT) equipment necessary to process Supplemental Nutrition Assistance Program (SNAP) benefits, the equipment will be distributed through the SNAP EBT Equipment Program.

These equipment funds may be used to cover:

(b)(4)

(b)(4)

Angela Sparrow

Financial Transaction Management LLC

2/6/2018

Date

(b)(4);(b)(6)

2/6/2018

Date

Memorandum of Understanding

Financial Transaction Management

Free SNAP EBT Equipment Program (EBT Only Terminals)

Agreement between **Financial Transaction Management** and
February 6, 2018

(b)(4)

on

Program Summary

In anticipation of The United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) partnering with Financial Transaction Management; to provide eligible farmers markets and direct marketing farmers with free electronic benefit transfer (EBT) equipment necessary to process Supplemental Nutrition Assistance Program (SNAP) benefits, the equipment will be distributed through the SNAP EBT Equipment Program.

These equipment funds may be used to cover:

(b)(4)

(b)(4)

Angela Sparrow

Financial Transaction Management LLC

2/6/2018

Date

(b)(4),(b)(6)

2/6/2018

Date

(b)(4)

Financial Transaction Management LLC

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

FTM LLC

(b)(4)