SECTION C - PERFORMANCE WORK STATEMENT (PWS)

UNIFIED EXPORT STRATEGY (UES) SYSTEM UPGRADE (V.2.0)

C.1.1. Introduction and Background

C.1.2. Introduction

The Information Technology Division is responsible for the design and maintenance of information technology (IT) requirements to support the Agency's headquarters and international operations. The FAS' IT infrastructure supports approximately 550 users in Washington, D.C., and 450 users in 90 overseas locations.

The Foreign Agricultural Service (FAS) of the U.S. Department of Agriculture (USDA) seeks a qualified contractor to develop and implement an upgrade to the Unified Export Strategy System (UES). The goal of the upgrade effort is to replace the legacy system, consisting of dual Sybase databases and active-server-page front-end, with a modernized system, consisting of a single SQL-server database, web-enabled .Net front-end in a firewall protected environment, following a low-risk phased migration approach.

C.1.3. Background

The Foreign Agricultural Service (FAS) of the U.S. Department of Agriculture (USDA) works to improve foreign market access for U.S. products. The FAS operates programs designed to build new markets and improve the competitive position of U.S. agriculture in the global marketplace. FAS bears the primary responsibility for USDA's overseas activities—market development, international trade agreements and negotiations, and the collection and analysis of statistics and market information. FAS also administers USDA's export credit guarantee and food aid programs and helps increase income and food availability in developing nations by mobilizing expertise for agriculturally led economic growth.

The data and information in the Unified Export Strategy (UES) system is vital to all FAS program areas. During the 10 years since its original deployment, the UES system has expanded in scope, functionality, and user base. It is the primary source of industry input used by FAS staff, by Senior Executives in all of the Agency's program areas, by the Administrator, and ultimately by the Under Secretary and Secretary in making key decisions for prioritizing and allocating funds and staff resources for the programs and initiatives.

FAS has the responsibility of managing marketing programs that promote US agricultural commodities to foreign markets. FAS administers program funding to USDA industry partners, or cooperators, who submit online strategic and tactical marketing plans via the UES system. FAS staff will review the plans and allocate budgets that are tracked in the UES system. Cooperators will execute their plans and request advances and reimbursements for their activities from within the UES system. FAS will approve the requests and produce payment vouchers in the UES system. Cooperators will report on actual results in the UES system.

FAS currently administers at least $200 million and approximately 400 applications annually in different marketing programs that are tracked through the UES system, including:

- Market Access Program (MAP)
  http://www.fas.usda.gov/mos/programs/map.asp
– Foreign Market Development Program (FMD)
  http://www.fas.usda.gov/info/factsheets/coopertr.asp
– Emerging Markets
  http://www.fas.usda.gov/info/factsheets/emofact.asp
– Quality Samples Program
  http://www.fas.usda.gov/mos/programs/QSP.asp
– Section 108
  http://www.fas.usda.gov/mos/108/108cover.html
– Technical Assistance for Specialty Crops (TASC)
  http://www.fas.usda.gov/info/factsheets/tasc.asp

The stakeholders of the UES system belong to the following groups:

1. Cooperators/Participants (outside industry partners, trade associations)
2. FAS Marketing Specialist (Governments employees who review and evaluate marketing information)
3. Program Policy Staff (PPS), Grants Management Branch (GM) (Government employees who handle funding, accounting systems and finance)
4. FAS Overseas Attaché Offices (Posts)
5. FAS Upper Management*
   * To be combined with Group 2

FAS Headquarters has approximately 600 employees located in the USDA South Building, Portals Building, and Reporters Building in Washington DC. FAS has approximately 90 offices around the world with 1 to 20 employees in each office, and 3 regional hub-sites to support email located in Brussels, Tokyo, and Buenos Aires.

C.1.4. FAS UES Legacy System

FAS currently has a legacy information technology (IT) system to help manage the UES activities.   The front end code is Active Server pages written in Visual Basic script or a visual basic executable. The back end code is Transact-SQL. The user interface accepts text information and stores it in a backend database.

In recent years, as advances in technology have overtaken the current system, the number and severity of UES shortcomings have grown. As a result, the USDA/FAS is in urgent need of upgrading the UES system to improve operational efficiency, planning and coordination, analysis of effectiveness, and performance measurement. FAS is, therefore, embarking on a program to upgrade the UES system, with the twin goals of maximizing improvements in system performance and utility to stakeholders while minimizing disruption to current users.

C.1.5. Scope

The primary goal of the UES system upgrade is to migrate the back end and the front end, add useful enhancements and to consolidate information into one single web-based interface for all UES users, using prevalent technology including Microsoft SQL server, web-enabled .Net front-end and Microsoft reporting services. All the users will log into a new integrated information system through which FAS will manage and administer its marketing programs and interact with its cooperators. All users will login from outside the FAS firewall, and will have equal access to information . The single interface will configure according to the users' role and permissions.

Figure-1 shows a conceptual diagram of the upgraded system environment. Implementation of the upgraded system, as an evolvement from the existing legacy system, will include the following modular migrations and enhancements:
1. Database: Migrate from Sybase database technology to Microsoft SQL-Server technology, implement a semantic layer in Microsoft reporting services for ad-hoc reporting.
2. Front-end: Replace the existing front-end code with web-enabled .Net code which is a single configurable application
3. Implement new enhancements:
    a. User interface allowing graphic charts and word-processing-like editing in addition to text
    b. Integrate Ad-hoc reporting to include Business Intelligence (BI) capability (Microsoft Reporting Services)
    c. Collaboration tools
    d. Others

These migrations/enhancements are to be implemented for different UES functions and applications. During the migration period, the UES should be able to continue to offer its functionality to its users. Appendix-A provides one "example" of mapping between the UES legacy "As-Is" elements with the UES upgraded "To-Be" elements. FAS does not provide any assurances that this mapping will work. After contract award, the Contractor will undertake a "discovery" task to generate a complete mapping between the "As-Is" and "To-Be" elements.

The UES upgrade should follow a well-conceived phased migration path, with incremental implementation/replacements and milestone-based deliverables, so that users can enjoy the benefit of the upgrade features before the completion of the entire system. FAS plans to adopt a performance-based contract structure such that the milestone-based deliverables can be monitored, measured and assessed against a well-defined set of performance metrics at discrete stages of the system development life cycle.

The UES project has been historically divided into three stages (Stages I to III), the first two of which are complete. In Stage I, a "Needs Assessment" was conducted, which concluded that a major upgrade of the UES system was needed. Based on the needs assessment, Stage II was carried out to develop the "Requirements" for the upgraded system.

The deliverables of Stage-II, and other supporting documents, are listed in Section 6.2 (Supporting Documents). These documents provide a comprehensive description of the planned UES and can serve as baseline for contractors to develop their technical approaches and cost estimates.

Stage III represents the essence of the current effort, which will involve acceptance of the requirements, design, development, testing, and deployment of the UES upgrade in the FAS production environment, including creating user and system documentation and conducting user training and user acceptance testing.
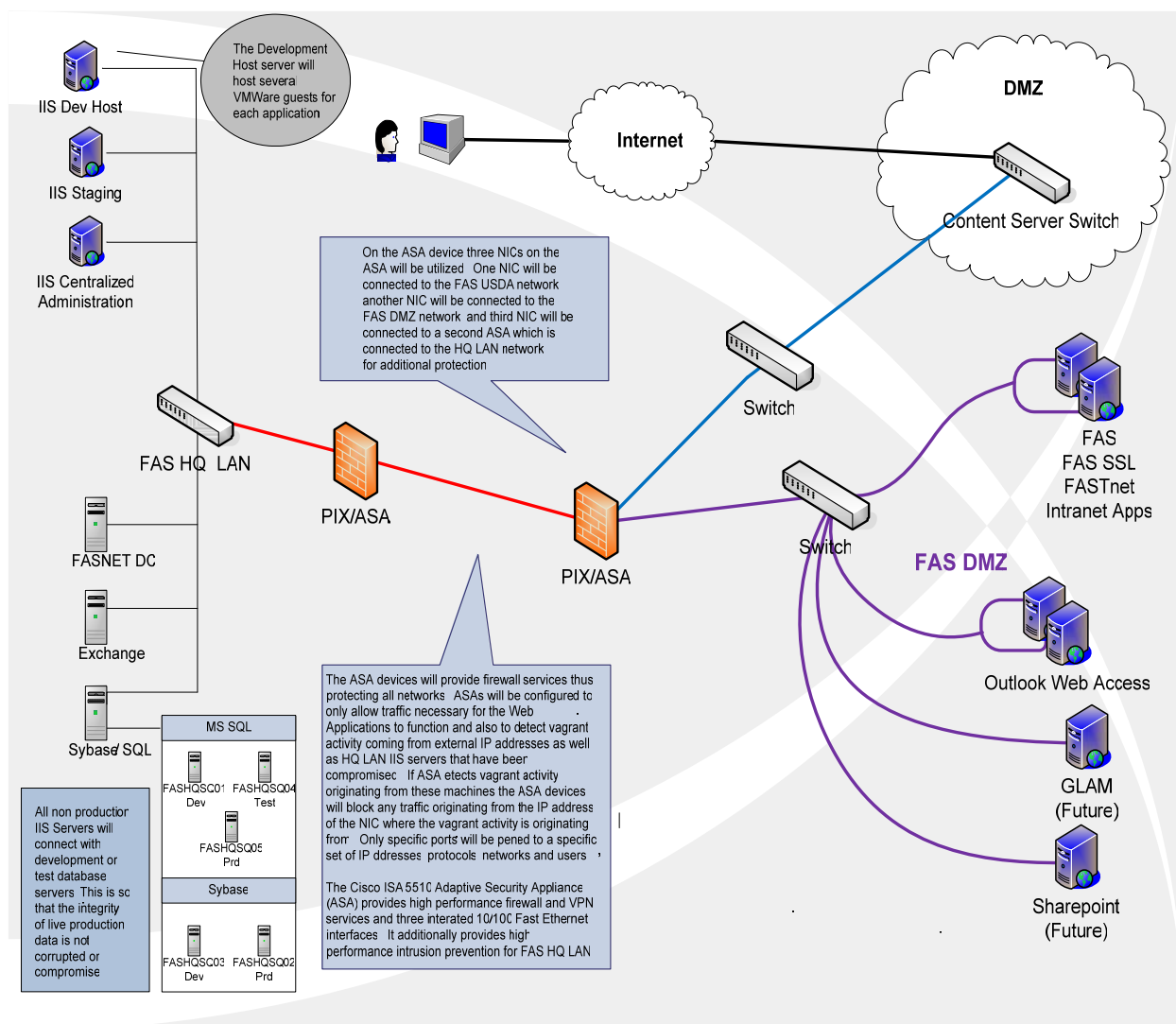

Figure 1: Conceptual Diagram of "To-Be" (Upgraded) UES System Environment, where UES application is hosted in the area labeled "FAS SSL"

C.1.6. Program Objectives for UES Upgrade

The overriding objective of FAS is to obtain the best fully operational Web-based solution that meets the functionality of the upgraded UES as outlined in the Requirements documents. The proposed solution should provide an upgraded and enhanced system, seamless migration of legacy database data and database objects (including the database objects that implement the accounting systems), and integrated reporting capabilities, including ad-hoc reporting.

The specific program **objectives** are described below:

(1).   Confirm the UES Requirements: The contractor will conduct a complete review and analysis of the Requirements documents and functions of the legacy system, and formally accept that the requirements are correct, complete and consistent or propose any necessary changes to the requirements baseline.

(2).   Compliance with Federal Requirements: The contractor will ensure that the upgraded system will comply with all relevant Federal and USDA government requirements and guidelines, including Enterprise Architecture, security, privacy, disaster recovery, and others, as stipulated in Section 5 (Constraints) of this document.

(3).   Upgrade the UES in segments: The development of UES will be implemented in segments. The contractor is requested to formulate an optimal, low-risk, incremental implementation plan , offering milestone-based demonstrable deliverables for each segment. The contractor should demonstrate how it would implement (deliver, integrate, and deploy) the configured solution. During the course of the effort, FAS will expect partial deliverables to be deployed that work seamlessly with legacy components that remain to be upgraded. At the end of the project, FAS expects a fully configured, operable, and deployed system that completely complies with the UES requirements documents, and satisfies the user community.

FAS envisions the UES Upgrade to proceed in five sequential phases:

- Phase-1: Discovery, Requirements Acceptance, Project Planning and High-level System Design
- Phase-2: Migrate database from Sybase to SQL Server and include a Microsoft Reporting Services semantic layer for reporting
- Phase-3: Convert code from ASP to .NET with integration of ad-hoc reporting
- Phase-4: Implement new enhancements with updated reporting
- Phase-5: Project Closeout

Additionally, a maintenance phase, Phase-6, is anticipated to follow Phase-5, as an incentive award.

(4).   Effective Performance Measurement: Effective Performance Measurement will be put in place for segmental implementation phases as well as for the entire UES upgrade system development life cycle, using industry prevalent best practices such as Work Breakdown Structure (WBS), Earned Value Management (EVM) and others. The contractor is requested to propose well-defined performance metrics and measurement methodology for supporting a performance-based contract structure, which allows incentives/disincentives against milestone-based deliverables. Metrics will be used to measure and track schedules, budgets, productivity, defects, quality, earned value, cost to completion and risks, and to ensure that the end products satisfy the performance objectives.

 (5).   Guiding Principles for UES Functions: The fully configured solution, including the design and development of needed interfaces, should be capable of supporting the following functions:

a) Provide staged deliverables so users can have benefit of the upgrade features before the completion of the entire project.
b) Support the budgeting and accounting activities of the FAS Program Policy Staff (PPS).
c) Accept online submission of Marketing Plans from FAS Cooperators and allow the Cooperators to modify the plan during the course of the year and do full text editing (with embedded images) on text parts of the Marketing Plan and allow cutting and pasting from spreadsheets into the plan, where appropriate. Allow easy navigation of the plan. Allow the viewing of historic plans.
d) Provide proposal evaluation and approval functionality.
e) Allow the Cooperators to submit requests for advances or reimbursement claims and report on "actuals."
f) Allow FAS staff and FAS attaché office staff to enter Marketing Plan evaluation data.
g) Provide specified canned reports.
h) Provide ad-hoc reporting capability against the UES data.
i) Support collaboration between Cooperators and FAS staff.
j) Conform to the FAS IT environment.
k) Provide a system that will support ease of maintenance and can be easily changed or enhanced in the future.

(6).   UES Upgrade Tasks: The contractor will satisfactorily complete all tasks necessary to implement all phases of the UES upgrade, including design, development, independent acceptance testing, user acceptance testing, training, and the data conversion and database object conversion activities.

(7).   Effective Project Management: The contractor will provide effective management of project schedule, performance, risks, warranties, subcontracts, and data to produce an upgraded UES that satisfies all functionality requirements. The contractor is requested to describe a proven, repeatable project management process that offers:
a) Integrated Master Plan or Integrated Master Schedule, with clear milestones, which provide accurate and timely schedule and performance information throughout the life cycle of the program.
b) Project management by certified Project Management Professional (PMP)

    c) Effective risk management system that mitigates program risks and provides for special emphasis on software development efforts through integration of metrics to monitor program status.

    d) Active participation by contractor's senior management in project administration and problem solving.

    e) Communications and change management processes that involve all key stakeholders.

    f) Sufficient rights for FAS in technical data, both software and hardware, such that FAS can maintain and modify the system using its personnel and third-party contractors.

    g) Documented procedure for estimating costs and schedules to ensure consistency.

    h) Well-established entry and exit criteria for each task.

(8). <u>Training and C&A</u>: The contractor will develop training materials, work aids, and other support tools , and conduct training for end-users and other stakeholders, throughout the life of the project. The contractor will update the existing C & A (certification and accreditation) documentation to conform to the upgraded system.

(9). <u>Configuration Management</u>. The contractor will have a pre-planned configuration management process to control the UES configuration for the life of the contract; document the design of the UES product baseline; and establish and maintain an Integrated Product Team, to include Government personnel, for insight into the design's progress.

(10). <u>Quality Assurance:</u> The contractor will provide well-planned testing and tracking to assure high-quality deliverables for each stage of system development, including system testing, regression testing, load testing, user acceptance testing and bug tracking system, using industry-prevalent tools and methodology.

(11). <u>Quality Program:</u> The contractor will develop and maintain a quality program to ensure that the UES upgrade is produced in accordance with the requirements, the FAS IT environments, and program constraints. It should also develop and implement procedures to properly maintain measuring system effectiveness and to ensure appropriate corrective action for system failures.

(12). <u>Reports and Documentation:</u> The contractor will define, develop and deliver all reports and data necessary to support UES maintainability throughout its life-cycle.

(13). <u>Project Closeout Deliverables:</u> At project closeout, upon notification by the USDA, the contractor will submit <u>all</u> documentation, software, data, and other project material to FAS that has not already been turned over at the completion of a defined development task.

(14). <u>Project Completion in Less Than Two Years:</u> FAS requires that the entire UES Upgrade Project be completed in less than 2 years. The offerors are requested to propose a detailed project plan and timeline that will optimally meet the FAS time constraints as stated herein.

C.1.7. Desired Outcomes, Required Services and Performance Standards

For meeting the UES Upgrade program objectives, milestone-based desired outcomes and associated required services and deliverables are stipulated in sub-section 4.1. Furthermore, corresponding performance standards for supporting a performance-based UES Upgrade contract are described in sub-section 4.2.

C.1.8. Milestone-based Desired Outcomes and Required Services /Deliverables

To meet the UES Upgrade objectives, FAS envisions the UES Upgrade to proceed in five phases (each with major milestones), all in less than two (2) years, as follows:

- Phase-1: Discovery, Requirements Acceptance, Project Planning and High-level System Design
- Phase-2: Migrate database from Sybase to SQL Server with semantic layer reporting
- Phase-3: Convert code from ASP to .NET with reporting
- Phase-4: Implement new enhancements with reporting
- Phase-5: Project Closeout

Additionally, a maintenance phase, Phase-6, is anticipated to follow Phase-5, as an incentive.

The milestone-based Desired Outcomes and associated Required Services/Deliverables for the five phases are detailed in Table-4.1.

FIGURE 2: TABLE / Milestone-based Desired Outcomes and Required Services/Deliverables		
A	B	C
Phases and Desired Outcomes	Required Performance/Deliverables	Acceptability Standards
PHASE-1		
Phase-1: Discovery, Requirements Acceptance, Project Planning and High-level System Design. Desired Outcome: Thorough Project Planning and System Design to meet FAS objectives with high success and minimum risk.	• Requirements Acceptance to include clarification and change control strategy with documented clarifications. • *__Project Plan__ to include WBS, Configuration Management Plan, Communication plan, Risk Management Plan, identification of team with roles and responsibilities, identification of stakeholder involvement, identifications tools and procedures for project management activities, identification of project progress metrics, quality assurance plan. • *__High Level System Design__ document to include .NET components, COTS components, eAuthorization integration strategy, Reporting tool integration strategy, reporting plan, Database migration strategy, asp page migration strategy, security plan, • Progress Reports with progress metrics, • Issues tracking log/database repository/reports.	• Project Plan is accurate and grammatically correct, includes necessary elements • Work Breakdown Structure (WBS) includes all steps necessary to complete the project with realistic time estimates. Includes dependencies between Govt. and contractor activities and allows for rework based on government inspection. The time estimation process should be documented. The tasks duration should not be longer than two weeks. • The risk identification process should be a well-planned, well-documented and tracked process. • Metrics should track schedules, budgets, productivity, defects, quality and risk. Early warning metrics should be included in the progress reports based on current data.

PHASE-2		
Phase-2: Migrate database from Sybase to SQL Server with semantic layer reporting. Desired Outcome: Successful cutover of Production to SQL Server and demonstrable ad-hoc reporting capability.	• Implementation Plan • Data Migration Plan • Test Plan • Data Migration Verification Plan • Data Migration Verification Report • UAT results • Database Dictionary • Draft working back end • Data Migration procedures • Draft Migrated Data • Migrated Data • Working back end • Semantic Layer for reporting and successful demonstration of ad-hoc reporting capability ***Successful cutover of Production to SQL Server** • Progress Reports with progress Metrics	• Defect metrics should be collected and reported. • Quality targets should be established with a change control process in place for changes to the quality targets. • Plans will include dependencies between Govt. and contractor activities. • 95% of data transferred to new system suffers no conversion errors and is usable when accessed by legacy front end
PHASE-3		
Phase-3: Rewrite the front end in .NET Desired Outcome: Successful cutover to .NET front end with reporting.	▪ Implementation Plan containing activities and milestones for migrating the front end ▪ Front End Prototype ▪ Test Plan, to include load testing ▪ UAT Test Plan ▪ Draft Front End ▪ Working Front End ▪ Working semantic layer for ad-hoc queries integrated ▪ Working reports ▪ Test Plan Results	• Defect metrics should be collected and reported. • Quality targets should be established with a change control process in place for changes to the quality targets. • Plans will include dependencies between Govt. and contractor activities. • Design should be done to minimize complexity and maximize understandability • Testing should follow a preplanned process, which is agreed to and funded.

	▪ UAT Results ▪ Integration of front-end with ad-hoc reporting tool *<u>**Successful cutover to .NET front-end**</u> • Progress Reports with progress metrics	• Prior to delivery, the system needs to be tested in a stressed environment, nominally in excess of 150 percent of its rated capacities. • Inspection records will be kept and made available to the government. • From the earliest opportunity to assess the progress of developed code, the developer needs to use a process of frequent software builds as a means for finding software integration problems early. • When any change is made to source code from the developmental baseline during frequent build and test, the version number of the source code will be changed and the modified code put in configuration management. • 98% of system operates properly. • 100% of system meets FAS/USDA security standards, no security breaches are detected.
PHASE-4		
Phase-4: Implement new enhancements with reporting. <u>Desired Outcome:</u> Successful deployment of enhanced UES that meets the requirements	• Implementation Plan containing activities and milestones for adding required enhancements to the front end • Front End Prototype for enhancements • Database Prototype for enhancements • Test Plan • UAT Test Plan • Draft Front End • Draft Database changes	• Defect metrics should be collected and reported. • Quality targets should be established with a change control process in place for changes to the quality targets. • Plans will include dependencies between Govt. and contractor activities. • Design should be done to minimize complexity and maximize understandability • Testing should follow a preplanned process, which is agreed. • Prior to delivery, the system needs to be

	• Front End • Database updated • Reporting semantic layer updated • Test Plan Results • UAT Test Results ***<u>Successful deployment of enhanced UES that meets the requirements</u>** • Help files • User Guides • User Training • System Documentation • Updated C & A documents • Security Plan • Security Assessment Checklist • Progress Reports with progress metrics • Maintenance Manual • Systems Operations Manual	tested in a stressed environment, nominally in excess of 150 percent of its rated capacities. • Inspection records will be kept and made available to the government. • From the earliest opportunity to assess the progress of developed code, the developer needs to use a process of frequent software builds (weekly) as a means for finding software integration problems early. • When any change is made to source code from the developmental baseline during frequent build and test, the version number of the source code will be changed and the modified code put in configuration management. • 98% of system operates properly • 100% of system meets FAS/USDA enterprise architecture and security standards, no security breaches are detected. • Updated C & A Documents meet requirements of NIST Special Publication 800-37 and USDA Certification and Accreditation Guide. • User Guide contains instruction for operation of the upgraded UES system for users in all required system roles. • Training sessions are made available for each user group.
PHASE-5		
<u>Phase-5:</u> Contract Closeout.	• Formal User Satisfaction Assessments on Program • Formal Management Satisfaction Assessment on program	▪ High quality Project Closure and Contract Acceptance Documentation ▪ High rating of User Satisfaction and

Desired Outcome: Thorough wrap-up of modernized UES system to ensure successful operations and maintenance.	• Project Files • Project Closure Documents • Historical Information • Formal Acceptance Documentation • Lessons Learned • Forward-looking Recommendations	Management Satisfaction on overall UES Upgrade Program.
Option Phase-6		
Phase-6: "Post-Upgrade" UES System Maintenance	▪ Documentation updated ▪ Activity Reports ▪ New enhancements, reports, reporting assistance, as needed	▪ Report on handled trouble ▪ For each enhancement request: a plan, a prototype, draft software, working software, tested software, implementation ▪ Progress Reports with progress metrics

C.1.9. Performance Standards (Metrics)

Table 4.2 below provides the "Performance Matrix" for supporting the Desired Outcomes and associated Required Services /Deliverables for UES Upgrade as stipulated in section 4.1. Table 4.2 lists the **Desired Outcomes** (column B) and **Required Services/Deliverables** (column C, referencing respective sections of Table 4.1) for each of the five program phases (Phase 1 to 5). To facilitate performance-based award and penalty, the UES Upgrade project performance will be assessed pursuant to a specified set of **Performance Standards (Metrics)** with correspondingPositive/Negatives (award/penalty) mechanism for each phase.

In addition to the Desired Outcomes and the Required Services, Table 4.2 also provides information (columns) pertaining to:
- Performance Standards (Metrics) (Column D),
- Acceptable Quality Level (AQL) (Column E),
- Monitoring Method (Column F),
- Positive/Negatives for meeting or not meeting AQL (+1 or -1) (Column G),
- Assigned Weights in accordance with the relative importance of the respective metrics for UES Upgrade mission (Column H), with respective "Cumulative Weighted Range ($-M_i$, $+M_i$)" for each of the five phase ($i = 1$ to 5), and
- Positive/Negative performance performance structurestructure stipulated for each of the five phases (last row of each phase).

Of the above, the Acceptable Quality Level (AQL), Assigned Weights, and Incentive/ Disincentive structure will be further fine-tuned and mutually agreed upon between FAS and the Contractor to best suit FAS objectives.

The Contractor shall confirm its ability to meet the performance metrics and demonstrate its knowledge of the performance management methodology (e.g. automated measurement and reports) to best achieve the envisioned objectives. Should the contractor believe that it can either do better or not meet performance metrics as suggested in the PWS, it may propose alternate thresholds with justification.

A	B	C	D	E	F	G	H
FIGURE 3: Table / FAS UES Upgrade Performance Matrix							
#	**Phase /Desired Outcome**	**Required Services /Deliverables**	**Performance Standards (Metrics)**	**Acceptable Quality Level (AQL)**	**Monitoring Method**	**Incentive /Disincentive for meeting /not meeting AQL**	**Assigned Weight** Range [-Mi, +Mi]
PHASE-1							
1	**Phase-1:** Discovery, Requirements Acceptance, Project Planning and High-level System Design. Desired Outcome: Thorough Project Planning and System Design to meet FAS objectives with high success and minimum risk	See Table 4.1 Phase-1, Column-B Required Services/ Deliverables					
1.1			**FAS Management Assessment** on quality of **Project Plan**, score X in scale:: **4:** Exceptional: Accurate and without grammatical errors or misspellings. Includes all required elements. WBS is complete, realistic, well conceived and substantiated. Sound risk management process. FAS needs are met without modification.	X≥ 3	FAS Management assessment of delivered Project Plan	≥AQL +1 <AQL -1	x 5

| 1.2 | | | Completed on time or ahead of schedule.
3: Good: Minor inaccuracies and some grammatical errors or misspellings. Plan is complete. WBS and risk management process are essentially sound and meet FAS needs. Minor modifications are required. Completed on time.
2: Marginal: Inaccurate content, multiple grammatical errors or misspellings. Elements are missing. Work requires some modification before meeting FAS needs. Completed behind schedule.

1: Poor: Product requires substantial modification to meet FAS needs. Poorly conceived plan with visible risk. Completed substantially behind schedule or not completed. | | | | |
| 1.2 | | | **FAS Management Assessment** on **High-Level System Design**, score X in scale::
4: Exceptional: Accurate and without grammatical errors or misspellings. All required elements exist. Solution is | Score X≥ 3 | FAS Management assessment of delivered High-level System Design Document | ≥AQL +1
<AQL -1 | x 5 |

			good and well conceived. FAS needs are met without modification. Completed on time or ahead of schedule. 3: Good: Minor inaccuracies and some grammatical errors or misspellings. Design is complete. Solution will work without anticipated risk. Minor modifications are required. Completed on time. 2: Marginal: Inaccurate content, multiple grammatical errors or misspellings. Elements are missing. Not clear if solution is totally workable and moderate risk exists. Work requires some modification before meeting FAS needs. Completed behind schedule. 1: Poor: Product requires substantial modification to meet FAS needs. Dubious and risky solution. Completed substantially behind schedule or not completed.				
						Phase-1 Cumulative Weighted Range (-M1, +M1)	[-10, +10]

		PHASE-1: Positive/Negative performance structure				
		PHASE-1: Positive/Negative performance structure 1. Compute Phase-1 composite performance score K1 as algebraic summation of sub-scores in columns-H, ranged [-10, +10] 2. <u>Positive Performance Phase:</u> If K1 ≥ +10, award next project phase (Phase-2); otherwise no award of subsequent phases. 3. Withhold 3% of invoiced amount of Phase-1 to determine if the project plan will lead to a smooth development in Phase-2. 97% of the invoiced amount shall become only payable upon acceptance by FAS of deliverables associated with the invoice(s).				
	PHASE-2					
2	**Phase-2:** Migrate database from Sybase to SQL Server with semantic layer reporting <u>Desired Outcome:</u> Successful cutover of Production to SQL Server and demonstrable ad-hoc reporting capability	See Table 4.1 Phase-2, Column-B Required Services/ Deliverables					
2.1			**Schedule:** On-time Software delivery, X% # of tasks completed vs. WBS and Y% deviation from proposed schedule in PM Plan	X ≥ 85% Y ≤ 3%	Project schedule assessment by COTR. monthly and upon delivery	≥AQL +1 <AQL -1	x 4
2.2			**Budget:** within-budget Software delivery: Actual Cost with respect to Budget Cost ≤ X% overrun at all times	X ≤ 0%	Project cost assessment by CO monthly and upon delivery	≥AQL +1 <AQL -1	x 4
2.3			**Software Release Defects:** Quality of Major Software	Level-1 M = 0	Acceptance test on major software	≥AQL +1 <AQL -1	x 4

		Release (e.g. V2.0) ≤M # of Level-1 (critical) bugs ≤N # of Level-2 (work-around) bugs ≤P # of Level-3 (cosmetic) bugs	Level-2 N ≤ TBD* Level-3 P ≤ TBD* * Offeror to propose threshold with clear justification	release, assessed by COTR. COTR has sole discretion in determining certain software defects as Level 1, 2 or 3.		
2.4		**Software Release Quality:** Score X, in range (4: Exceptional- Product is highly usable. 95% of requirements are met. 3: Good - Product usability is good. 90% of requirements are met. 2: Marginal - Product has strange or non-standard software behavior or appearance. Less than 90% of requirements are met. 1: Poor - Software not usable. Major misunderstanding of requirements	X ≥ 3	Acceptance test on major software release, assessed by COTR	≥AQL +1 <AQL -1	x 4
2.5		**Data Transfer Quality:** > X % of data transferred to new system suffers no conversion errors and is usable when accessed by legacy front end	X ≥ 95%	Acceptance test on data transfer	≥AQL +1 <AQL -1	x 4
2.6		**Documentation Quality:** on System/Software Documentation Package, score X in scale: 4: Exceptional - Accurate, grammatically correct and without misspellings. All required	X ≥ 3	Assessed by COTR	≥AQL +1 <AQL -1	x 2

			elements exist. FAS needs are met without modification. Completed on time or ahead of schedule. 3: Good - Minor inaccuracy, grammatically correct and without misspellings. Content is complete. Minor modifications are required. Completed on time. 2: Marginal- Inaccurate content, multiple grammatical errors and misspellings. Elements are missing. Work requires some modification before meeting FAS needs. Completed behind schedule. 1: Poor- Product requires substantial modification to meet FAS needs. Completed substantially behind schedule or not completed.				
2.7			**FAS Management Assessment** on Phase-2 project management, quality assurance, system functionality, communications, risk mitigation and EVM, Score >= X over range (4: Meet or exceed requirements/ standards in an exceptional manner, 3: Meet requirements/standards in a good manner, 2: Marginal, 1:	X $\geq$ 3	Monthly management assessment	$\geq$AQL +1 <AQL -1	x 4

		Poor or failed to comply)					
						Phase-2 Cumulative Weighted Range (-M2, +M2)	[-26, +26]

		PHASE-2 Positive/Negative performance structure
		1. Compute Phase-2 composite performance score K2 as algebraic summation of sub-scores in columns-H, ranged [-26, +26]
		2. Positive Performance Phase: if K2 ≥ +15 (Good), award next project phase (Phase-3); otherwise no award of subsequent phases.
		3. Monetary Positive/Negatives:
		A. If K2 ≥ +15 (Good), pay the 3% withheld from Phase-1 invoice(s) or if K2 ≥ +22 (Excellent) pay 3% withheld from Phase-1 invoice plus 3% of Phase-1 invoice as bonus.
		B. Withhold 3% of invoiced payment of Phase-2 for assurance of mitigation of software defects in major releases in Phase-2. 97% of the invoiced amount for Phase-2 shall become only payable upon acceptance by FAS of deliverables associated with the invoice(s).
		C. During the next phase (Phase-3),
		a. If all documented Phase-2 software defects are fixed in less than 3 minor releases and Phase-2 score K2 ≥ +22 (Excellent), then pay the 3% withheld Phase-2 payment, plus extra 3% of Phase-2 invoice as positive monetary bonus,
		b. If all documented Phase-2 software defects are fixed but in 3 minor releases and Phase-2 score K2 ≥ +15 (Good), the pay back the 3% withheld Phase-2 invoiced, and
		c. If the conditions stipulated in a. and b. are not met, no payment (withheld payment or extra bonus) for Phase-2 will be made.

	PHASE-3						
3	**Phase-3:** Rewrite the front end in .NET Desired Outcome: Successful cutover to	See Table 4.1 Phase-3, Column-B Required Services/ Deliverables					

	.NET front end with reporting						
3.1			**Schedule:** On-time Software delivery, X% # of tasks completed vs. WBS and Y% deviation from proposed schedule in PM Plan	X ≥ 85% Y ≤ 3%	Project schedule assessment by COTR. monthly and upon delivery	≥AQL +1 <AQL -1	x 4
3.2			**Budget:** within-budget Software delivery: Actual Cost with respect to Budget Cost ≤ X% overrun at all times	X ≤ 0 %	Project cost assessment by CO, monthly and upon delivery	≥AQL +1 <AQL -1	x 4
3.3			**Software Release Defect :** Quality of Major Software Release (e.g. V2.0) ≤M # of Level-1 (critical) bugs ≤N # of Level-2 (work-around) bugs ≤P # of Level-3 (cosmetic) bugs	Level-1 M = 0 Level-2 N ≤ TBD* Level-3 P ≤ TBD* * Offeror to propose threshold with clear justification	Acceptance test on major software release, assessed by COTR. COTR has sole discretion in determining certain software defects as Level 1, 2 or 3.	≥AQL +1 <AQL -1	x 4
3.4			**Software Release Quality:** Score X, in range (4: Exceptional - Product is highly usable. 95% of requirements are met. Software in full compliance with section 508, and web style guide mandates. 3: Good - Product usability is good.	X ≥ 3	Acceptance test on software release, assessed by COTR	≥AQL +1 <AQL -1	x 4

			90% of requirements are met. Software in full compliance with section 508, and web style guide mandates. 2: Marginal- Product has strange or non-standard software behavior or appearance. Less than 90% of requirements are met. Software not in full compliance with section 508, and web style guide mandates. 1: Poor- Software not usable. Major misunderstanding of requirements. Software not in full compliance with section 508, and web style guide mandates.)			
3.5			**System Operation: X** $\geq 98\%$ of system operated properly	X $\geq$ 98%	System Operation statistics assessed by COTR	$\geq$AQL +1 <AQL -1	x 4
3.6			**Security Compliance**: X=100% of system meets FS/USDA security standards, no security breach are detected.	X= 100%	Security violation & compliance data, assessed by COTR	$\geq$AQL +1 <AQL -1	x 4
3.7			**Documentation Quality:** on System/Software Documentation Package, score X in scale: 4: Exceptional - Accurate, grammatically correct and without misspellings. All required elements exist. FAS needs are met without modification.	X $\geq$ 3	Assessed by COTR	$\geq$AQL +1 <AQL -1	x 2

		Completed on time or ahead of schedule. 3: Good- Minor inaccuracy, grammatically correct and without misspellings. Content is complete. Minor modifications are required. Completed on time. 2: Marginal- Inaccurate content, multiple grammatical errors and misspellings. Elements are missing. Work requires some modification before meeting FAS needs. Completed behind schedule. 1: Poor- Product requires substantial modification to meet FAS needs. Completed substantially behind schedule or not completed.			
3.8			**User Satisfaction Rating** on system & software functionality, Score ≥ X over range (4: Meet or exceed requirements/ standards in an exceptional manner, 3: Meet requirements/standards in a good manner, 2: Marginal, 1: Poor or failed to comply)	$X \geq 3$	Monthly user survey	≥AQL +1 <AQL -1	x 3
3.9			**FAS Management Assessment** on Phase-3 project management, quality assurance, system	$X \geq 3$	Monthly management assessment	≥AQL +1 <AQL -1	x 4

			functionality, communications, risk mitigation and EVM, Score >= X over range (4: Meet or exceed requirements/ standards in an exceptional manner, 3: Meet requirements/standards in a good manner, 2: Marginal, 1: Poor or failed to comply)				
						Phase-3 Cumulative Weighted Range (-M3, +M3)	[-33, +33]

		PHASE-3 Positive/Negative performance structure
		
		 1. Compute Phase-3 composite performance score K3 as algebraic summation of sub-scores in columns-H, ranged [-33, +33]
		 2. <u>Positive Performance Phase</u>: if K3 ≥ +19 (Good), award next project phase (Phase-4); otherwise no award of subsequent phases.
		 3. <u>Monetary Positive/Negatives</u>:
		 A. Withhold 3% of invoiced payment of Phase-3 for assurance of mitigation of software defects in major releases in Phase-3. 97% of the invoiced amount shall become only payable upon acceptance by FAS of deliverables associated such invoice(s).
		 B. During the next phase (Phase-4),
		  a. If all documented Phase-3 software defects are fixed in less than 3 minor releases and Phase-3 score K3 ≥ +28 (Excellent), then pay the 3% withheld Phase-3 invoiced payment, plus extra 3 % of Phase-3 invoice as positive monetary,
		  b. If all documented Phase-3 software defects are fixed but in 3 minor releases and Phase-3 score K3 ≥ +19 (Good), then pay the 3% withheld Phase-3 invoiced payment, and
		  c. If the conditions stipulated in a. and b. above are not met, no payment (withheld payment or extra bonus) for Phase -3 will be made.
		 .					

	PHASE-4					
4	**Phase- 4:** Implement new enhancements with reporting. <u>Desired Outcome:</u> Successful deployment of enhanced UES that meets the requirements.	See Table 4.1 Phase-4, Column-B Required Services/ Deliverables				≥AQL +1 <AQL -1
4.1			**<u>Schedule:</u>** On-time Software delivery, X% # of tasks completed vs. WBS and Y% deviation from proposed schedule in PM Plan	$X \geq 85\%$ $Y \leq 3\%$	Project schedule assessment by COTR, monthly and upon delivery	≥AQL +1 <AQL -1	x 4
4.2			**<u>Budget:</u>** within-budget Software delivery: Actual Cost with respect to Budget Cost ≤ X% overrun at all times	$X \leq 0\%$	Project cost assessment by CO monthly and upon delivery	≥AQL +1 <AQL -1	x 4
4.3			**<u>Software Release Defects:</u>** Quality of Major Software Release (e.g. V2.0) ≤M # of Level-1 (critical) bugs ≤N # of Level-2 (work-around) bugs ≤P # of Level-3 (cosmetic) bugs	Level-1 M = 0 Level-2 N ≤ TBD* Level-3 P ≤ TBD* * Offeror to propose threshold with	Acceptance test on major software release, assessed by COTR. COTR has sole discretion in determining the Level 1, 2 or 3 assigned to any software defect.	≥AQL +1 <AQL -1	x 4

				clear justification			
4.4			**<u>Software Release Quality:</u>** Score X, in range (4: Exceptional - Product is highly usable. 95% of requirements are met. Software in full compliance with section 508, and web style guide mandates. 3: Good - Product usability is good. 90% of requirements are met. Software in full compliance with section 508, and web style guide mandates. 2: Marginal- Product has strange or non-standard software behavior or appearance. Less than 90% of requirements are met. Software not in full compliance with section 508, and web style guide mandates. 1: Poor - Software not usable. Major misunderstanding of requirements. Software not in full compliance with section 508, and web style guide mandates.)	$X \geq 3$	Acceptance test on software release, assessed by COTR	$\geq$AQL +1 <AQL -1	x 4
4.5			**<u>Documentation Quality:</u>** on System/Software Documentation Package, score X in scale: 4: Exceptional- Accurate, grammatically correct and without misspellings. All required elements exist. FAS needs are met without modification. Completed on time or ahead of schedule. 3: Good- Minor inaccuracy, grammatically correct and without misspellings. Content is	$X \geq 3$	Assessed by COTR	$\geq$AQL +1 <AQL -1	x 2

			complete. Minor modifications are required. Completed on time. 2: Marginal- Inaccurate content, multiple grammatical errors and misspellings. Elements are missing. Work requires some modification before meeting FAS needs. Completed behind schedule. 1: Poor- Product requires substantial modification to meet FAS needs. Completed substantially behind schedule or not completed.				
4.6			**<u>User Satisfaction Rating</u>** on system & software functionality, Score ≥ X over range (4: Meet or exceed requirements/ standards in an exceptional manner, 3: Meet requirements/standards in a good manner, 2: Marginal, 1: Poor or failed to comply)	X ≥ 3	Monthly user survey	≥AQL +1 <AQL -1	x 3
4.7			**<u>FAS Management</u>**			≥AQL +1 <AQL -1	x 4

			manner, 3: Meet requirements/standards in a good manner, 2: Marginal, 1: Poor or failed to comply)				
						Phase-4 Cumulative Weighted Range (-M4, +M4)	[-25, +25]

PHASE-4 Positive/Negative performance structure

1. Compute Phase-4 composite performance score K4 as algebraic summation of sub-scores in columns-H, ranged [-25, +25]
2. Positive Performance Phase: if K4 ≥ +15 (Good), award next project phase (Phase-5); otherwise no award of next phase.
3. Monetary Positive/Negatives:
   A. Withhold 3% of invoiced payment of Phase-4 for assurance of mitigation of software defects in major releases in Phase-4. 97% of the invoiced amount shall become only payable upon acceptance by FAS of deliverables associated such invoice(s).
   B. During the next phase (Phase-5),
      a. If all documented Phase-4 software defects are fixed in less than 3 minor releases and Phase-4 score K3 ≥ +21 (Excellent), then pay the 3% withheld Phase-4 invoiced payment, plus extra 3% of Phase-4 invoice as positive monetary bonus,
      b. If all documented Phase-4 software defects are fixed but in 3 minor releases and Phase-4 score K4 ≥ +15 (Good), then pay the 3% withheld Phase-3 invoiced payment, and
      c. If the conditions stipulated in a. and b. above are not met, no payment (withheld payment or extra bonus) for Phase -3 will be made.

	PHASE-5						
5	**Phase-5:** Project Close-out <u>Desired Outcome:</u> Thorough wrap-up of	See Table 4.1 Phase-5, Column-B Required Services/					

	modernized UES system to ensure successful operations and maintenance.	Deliverables				
5.1			**Stakeholder Satisfaction Rating** on overall upgraded UES system functionality, averaged score ≥ X over range (4: Meet or exceed requirements/ standards in an exceptional manner, 3: Meet requirements/standards in a good manner, 2: Marginal, 1: Poor or failed to comply)	X ≥ 3.4	Stakeholders survey on overall upgraded UES system	≥AQL +1 <AQL -1	x 4
5.2			**FAS Management Assessment** on Overall UES Upgrade Performance/Quality in meeting Program Objectives, averaged score ≥ X over range (4: Meet or exceed requirements/ standards in an exceptional manner, 3: Meet requirements/standards in a good manner, 2: Marginal, 1: Poor or failed to comply)	X ≥ 3.4	Assessment by FAS OCIO, COTR and CO on overall UES Upgrade program	≥AQL +1 <AQL -1	x 4
5.3			**Overall UES Upgrade Software/System Documentation Quality**, score X in scale: 4: Exceptional- Accurate,	X ≥ 3	Documentation Assessed by COTR	≥AQL +1 <AQL -1	x 4

		grammatically correct and without misspellings. All required elements exist. FAS needs are met without modification. Completed on time or ahead of schedule. 3: Good- Minor inaccuracy, grammatically correct and without misspellings. Content is complete. Minor modifications are required. Completed on time. 2: Marginal- Inaccurate content, multiple grammatical errors and misspellings. Elements are missing. Work requires some modification before meeting FAS needs. Completed behind schedule. 1: Poor- Product requires substantial modification to meet FAS needs. Completed substantially behind schedule or not completed.			
				Phase-5 Cumulative Weighted Range (-M5, +M5)	[-12, +12]

		PHASE-5 Positive/Negative performance structure
		    1. Compute Phase-5 composite performance score K5 as algebraic summation of sub-scores in columns-H, ranged [-12, +12], representing assessment of overall UES Upgrade program.
		    2. <u>Positive Performance</u>: if K5 ≥ +10 (Excellent), exercise the Option for the "Post-Upgrade" UES System Maintenance task for the next 12 months (one year).			

C.1.10   Performance Assessments

Performance assessment will be made throughout each project phase pursuant to milestone-based deliverables stipulated in the project plan for the phase. The contractor should formulate its project plan such that ALL substantially completed deliverables are submitted to FAS management for review and feedback well ahead (e.g. 45 days) of the final scheduled completion date for the phase, to allow adequate time for Positive/Negatives determination and for further improvement of the deliverables.

C.1.11.   Proposed Tool for Tracking Software Defects

The contractor shall propose a tool that it has used in the past and also proposes to do so for the UES upgrade project to track software defects of levels 1, 2 and 3. The contractor shall be responsible for any cost associated with this tool. The contractor shall describe its process to document software defects and their resolution via various software releases. FAS personnel shall be granted access to this tool and have the absolute right to determine whether a defect is classified as a level 1, 2 or 3 defect, view these defects and their resolution.

C.1.12. Positives/Negatives

A Positive/Negative performance structure in the form of **Positive Performance Phase** and **Monetary Positive/Negatives** provision is provided to reward superior performance and encourage the contractor to deliver the system development/implementation services that achieves FAS' UES Upgrade mission.

The objective is to enter into a mutually rewarding contractual relationship with a company throughout the contract duration consisting of an Initial Phase and multiple subsequent Positive Performance Phases. The Positive Performance criteria (for reward and penalty) will be based on the performance factors stipulated in the Performance Evaluation Matrix in Section 4 (Performance Standards). In addition, Monetary Positive/Negative Performance structures are implemented pursuant to measured contract performance.

C.1.13. Positive/Negative performance structure

The incentive structure includes:

a)   Use of an Positive Performance Phase and Monetary Positive/Negatives provision to provide maximum incentive to the contractor to excel,

b)   The Positive Performance Phase which will include:
-      Initial Phase (Phase-1: Discovery, Requirement Acceptance, Project Planning and High-level System Design) to be initiated upon award of contract.
-      Phase-2 (Sybase $\rightarrow$ SQL Server migration) to be awarded based on measured performance for Phase-1.
-      Subsequent Phases i (i= 3 and4), to be similarly awarded based on measured performance of the previous phase (i-1).
-      Phase 5 – to be performed at project closeout
-      Monetary Positive/Negatives based on performance rating and effectiveness of mitigating software defects.

c)   Positive Performance criteria based on the following factors stipulated in the Performance Evaluation Matrix (Table 4.2) partially shown below, including:
•   Performance Standard (Metrics),
•   Acceptable Quality Level (AQL),
•   Monitoring Method,
•   Positive/Negatives Point (+1 or -1 for measured metric meeting or not meeting AQL), and
•   Additional Assigned Weighting in accordance with the relative importance of the metrics for achieving FAS' mission, resulting in fully **weighted sum** in the range of $[-M_i , + M_i]$ points for each phase i (i= 1 to 5).

d)   Rating Scheme:

Based on Performance Matrix (Table 4.2), the Positive/Negatives rating schemes for the five phases (1 to 5) of UES Upgrade are stipulated as follows:

PHASE-1: Positive/Negative performance structure
1. Compute Phase-1 composite performance score K1 as algebraic summation of sub-scores in columns-H, ranged [-10, +10]
2. <u>Positive Performance Phase:</u> If $K1 \geq +10$ (Excellent), award next project phase (Phase-2); otherwise no award of subsequent phases.
3. Withhold 3% of invoiced payment of Phase-1 to determine if the project plan will lead to a smooth development in Phase-2. 97% of the invoiced amount shall become only payable upon acceptance by FAS of deliverables associated with the invoice(s).

PHASE-2 Positive/Negative performance structure
1. Compute Phase-2 composite performance score K2 as algebraic summation of sub-scores in columns-H, ranged [-26, +26].
2. <u>Positive Performance Phase</u>: if $K2 \geq +15$ (Good), award next project phase (Phase-3); otherwise no award of subsequent phases.
3. <u>Monetary Positive/Negatives:</u>
       A.   If $K2 \geq +15$ (Good), pay the 3% withheld from Phase-1 invoice(s), or if $K2 \geq +22$ (Excellent) pay 3% withheld from Phase-1 invoice plus extra 3% of Phase-1 invoice as positive monetary bonus.
       B.   Withhold 3% of invoiced payment of Phase-2 for assurance of mitigation of software defects in major releases in Phase-2. 97% of the invoiced amount shall become only payable upon acceptance by FAS of deliverables associated with the invoice(s).
       C.   During the next phase (Phase-3),
           a.   If all documented Phase-2 software defects are fixed in less than 3 minor releases and Phase-2 score $K2 \geq +22$ (Excellent), then pay the 3% withheld Phase-2 payment, plus extra 3% of Phase-2 invoice as positive monetary bonus,
           b.   If all documented Phase-2 software defects are fixed but in 3 minor releases and Phase-2 score $K2 \geq +15$ (Good), the pay back the 3% withheld Phase-2 invoiced, and
           c.   If the conditions stipulated in a. and b. are not met, no payment (withheld payment or extra bonus) for Phase-2 will be made.

PHASE-3 Positive/Negative performance structure
1. Compute Phase-3 composite performance score K3 as algebraic summation of sub-scores in columns-H, ranged [-33, +33].
2. <u>Positive Performance Phase</u>: if $K3 \geq +19$ (Good), award next project phase (Phase-4); otherwise no award of subsequent phases.
3. <u>Monetary Positive/Negatives:</u>
       A.   Withhold 3% of invoiced payment of Phase-3 for assurance of mitigation of software defects in major releases in Phase-3. 97% of the invoiced amount shall

become only payable upon acceptance by FAS of deliverables associated with the invoice(s).

    B.   During the next phase (Phase-4),

        a. If all documented Phase-3 software defects are fixed in less than 3 minor releases and Phase-3 score $K3 \geq +28$ (Excellent), then pay the 3% withheld Phase-3 invoiced payment, plus extra 3 % of Phase-3 invoice as positive monetary,

        b. If all documented Phase-3 software defects are fixed but in 3 minor releases and Phase-3 score $K3 \geq +19$ (Good), then pay the 3% withheld Phase-3 invoiced payment, and

        c. If the conditions stipulated in a. and b. above are not met, no payment (withheld payment or extra bonus) for Phase -3 will be made.

PHASE-4 Positive/Negative performance structure

1. Compute Phase-4 composite performance score $K4$ as algebraic summation of sub-scores in columns-H, ranged [-25, +25]

2. <u>Positive Performance Phase</u>: if $K4 \geq +15$ (Good), award next project phase (Phase-5); otherwise no award of next phase.

3.   <u>Monetary Positive/Negatives:</u>

    A.   Withhold 3% of invoiced payment of Phase-4 for assurance of mitigation of software defects in major releases in Phase-4. 97% of the invoiced amount shall become only payable upon acceptance by FAS of deliverables associated with the invoice(s).

    B.   During the next phase (Phase-5),

        a. If all documented Phase-4 software defects are fixed in 3 minor releases and Phase-4 score $K3 \geq +21$ (Excellent), then pay the 3% withheld Phase-4 invoiced payment, plus extra 3% of Phase-4 invoice as positive monetary bonus,

        b. If all documented Phase-4 software defects are fixed but in 3 minor releases and Phase-4 score $K4 \geq +15$ (Good), then pay the 3% withheld Phase-3 invoiced payment, and

        c. If the conditions stipulated in a. and b. above are not met, no payment (withheld payment or extra bonus) for Phase -3 will be made.

PHASE-5 Positive/Negative performance structure

1. Compute Phase-5 composite performance score $K5$ as algebraic summation of sub-scores in columns-H, ranged [-12, +12], representing assessment of overall UES Upgrade program.

2. <u>Positive Performance</u>: if $K5 \geq +10$ (Excellent), exercise the Option for the "Post-Upgrade" UES System Maintenance task for the next 12 months (one year).

C.1.14. Deliverable Timeline for Performance Assessment

Performance assessment will be made throughout each project phase pursuant to milestone-based deliverables stipulated in the project plan for the phase. The contractor should formulate its project plan such that ALL substantially completed deliverables are submitted to FAS management for review and feedback well ahead (e.g. 45 days) of the final scheduled completion date for the phase, to allow adequate time for Positive/Negatives determination and for further improvement of the deliverables.

C.1.15. Invoicing Guidelines to Comply with Positive/Negative performance structure

To ensure a smooth implementation of the Positive/Negative performance structure of Section 5.1, the contractor would be expected to itemize on each invoice:

(i)   **Contractual Payable:** 97% of all agreed upon amounts payable for a given task/subtask deliverable for each phase according to the terms and conditions of the contract. This amount shall only become payable upon acceptance of the said deliverables by FAS COTR.

(ii)   **Withheld Payment:** 3% of all agreed upon amounts payable for a given task/subtask deliverable for each phase according to the terms and conditions of the contract. This amount shall be withheld and only become payable according to the Positive/Negative performance structure of section 5.1 during the following phase, only if FAS, at its sole discretion, makes the determination that this amount is indeed payable according to the Positive/Negative performance structure.

(iii)   **Earned Bonus Payment:** 3% of all agreed upon amounts payable for a given task/subtask deliverable for each phase according to the terms and conditions of the contract. This amount constitutes the earned bonus which shall only become payable according to the Positive/Negative performance structure of section 5.1 during the following phase if FAS, at its sole discretion, makes the determination that this amount is indeed payable according to the Positive/Negative performance structure. It should be understood that this line item will not be a part of the agreed upon contract price.

The following provision is suggested for inclusion in the solicitation/resulting acquisition

1) Period of Performance: The initial contract period is approximately 3 months, covering the Initial Phase (Phase-1) of the UES Upgrade effort.   The contract period may be increased in set increments for supporting the subsequent project phases as set forth in accordance with the contract's approved Positive Performance Evaluation Plan (IO PEP). It may be increased up to four additional phases, to a maximum of five phases (Phases 2 to 5) over a period less than two years from the date of contract award. Additionally, a maintenance phase (Phase-6) is anticipated to follow Phase-5, as an incentive award. The maintenance phase is expected to last 12 months. Conversely performance rated at less than 'GOOD' will be cause for deduction in set increments consistent with the IO PEP.

2) Positive Performance Evaluation Plan (IO PEP): The IO PEP will be negotiated with the contractor prior to issuance of the task/delivery or contract award. The IO PEP may be unilaterally revised by the Government and re-issued to the Contractor prior to the commencement of any new Positive Performance evaluation period or during any evaluation period with Contractor and the Contracting Officer approval. The IO PEP will provide for evaluation of technical performance and serve as the basis for any Positive Performance decisions. An Positive Performance Determination Official (IODO) will be appointed by the Government and is responsible for the overall Positive Performance evaluation and subsequent Positive Performance decisions.

3) Positive Performance Administration: The Positive Performance evaluation will be completed on a phased basis as set forth in the Project Plan. The first Phase of the contract will be evaluated for supporting the Positive Performance decision Rating Scheme as defined in Section 5 d) to determine the award of the next Phase (Phase-2). Similarly, Positive Performance decisions using the defined Rating Scheme in Phases 2 to 4 will determine the award of the next Positive Performance phases 3 to 5 respectively.

4) Positive Performance Decisions: For the performance evaluation periods of a contract phase, the final adjectival rating must be a "Good" or above for the Contractor to receive an additional contract phase award. If at the end of any contract phase, the contractor performance is judged to be less than "Good", the Government at its sole discretion, with fifteen (15) days notification, may choose to not extend the contract for any additional phases including Positive Performance phase-6. The government at its sole discretion may, however, choose to extend the contract for a certain number of months using previous phase's pricing to facilitate the selection of a new contractor via a new contract competition. The Positive Performance decisions are unilateral decisions made solely at the discretion of the Government

5) Cancellation: Positive Performances that have been earned and awarded are subject to the Termination and Limitation of Funds clauses of this contract. Cancellation of an Positive Performance that has not yet commenced will not entitle the Contractor to any termination settlement or any other compensation. The Government can cancel unearned Positive Performance periods by providing written notice to the Contractor not less than 45 days before the start of the Positive Performance phase. .

6) Review Process: The Contractor may request a review of a milestone-based Positive Performance decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the Positive Performance decision. FAS will appoint a Review Official to review any Positive Performance decision. Decisions by the Review Official are considered "Final" and are not subject to further reviews or appeals. Decisions regarding the Positive Performance, including but not limited to the period of the Positive Performance, if any; the methodology used to calculate the Positive Performance; calculation of the Positive Performance; the supplier's entitlement to the Positive Performance; and the nature and success of the contractor's performance, are made by the Positive Performance Determination Officer (IODO). These decisions are final and are not subject to dispute. The Contractor hereby

expressly waives any right of appeal or judicial review of the Positive Performance Evaluation Plan and the Positive Performance decisions except as expressly set forth in this clause.

7) Contractor's Self-Assessment. The Contractor's self-assessment is voluntary, but shall be submitted to the Contracting Officer within five (5) days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period should contain any information that the Contractor wishes to provide to the Performance Evaluation Board (PEB) and the IODO for consideration in evaluating the Contractor's performance. The Contractor's self-assessment may not exceed ten (10) pages (8.5" x 11", not smaller than New Times Roman 12 point type, single-space).

C.1.16. Constraints and Supporting Documents

UES must comply with at least the following constraints:

a) NIST Special Publication 800-37, Guide for the Security Certification and Accreditation of Federal Information Systems (May, 2004).
b) United States Department of Agriculture (USDA) Certification and Accreditation Guide, Version 4, (March 2005).
c) USDA eAuthentication Guide
d) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) for system accessibility requirements, www.section508.gov
e) "USDA Web Style Guide Version 2.0" www.afm.ars.usda.gov/ppweb/pdf/USDA_Web_StyleGuide_v2.pdf)

C.1.17. Supporting Documents

UES has made available supporting documents, as updated in 2007, to ensure the contractor has the information needed to prepare a proposal and for the awardee to begin work and implement a high-quality product and associated services. These documents, as listed below have been posted on the USDA FAS website under Procurement Actions.

a) UES Requirements

b) UES Detailed Requirements

c) UES Conceptual Data Entity Diagram

d) UES User Interface Screen Samples

C.1.18. Key Personnel

The Contractor shall propose the Key Personnel to best support the FAS UES Upgrade contract. Contractor agrees that no key personnel substitution will be made unless necessitated by compelling reasons outside of contractor's control including but not limited to, illness, death, maternity leave, or termination of employment. In any event, all substitutions shall require FAS's written approval. FAS has envisioned the following Key Personnel for supporting the major functional areas in its IT environment.

a) **Program Executive.** The Contractor shall identify a senior executive in the Company who will be the Company's off-site Program Executive and will be the person responsible for all issue resolutions via project-related escalations and for achieving Program's long-term goals. This position shall not constitute a direct billable expense to the UES upgrade project.

b) **Program Manager**.   The Program Manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The name of this person, and an alternate(s) who shall act for the contractor when the manager is absent, shall be designated in writing to the CO. The Program Manager shall interface with the COTR and is responsible for the overall management of services under this contract.
   1)   A minimum of five (5) years of IT experience managing staff for software development and system integration is required.
   2)   A PMP certification is required.
   3)   A minimum of eight (8) years experience in supervisory principles and practices to direct, review, and evaluate the work of subordinate personnel. The Program Manager shall be capable of planning, directing and coordinating the work of the technical personnel involved.

c) **Senior Technical Lead/Architect:** The Senior Technical Lead/Architect will be responsible for providing leadership in all technical aspects for the UES Upgrade project, including design, software development, testing, system integration and implementation.

   1)   A minimum of nine (9) years experience in software development and system integration.

   2)   A minimum of five (5) years experience in supervisory principles and practices to direct, review, and evaluate the work of subordinate personnel. The Senior Technical Leader shall be capable of planning, directing, and coordinating the work of the technical personnel involved.

   3)   Proven experience on a comparable .NET project and a minimum of three (3) years experience with .NET.

   4)   A relevant certification credential from Microsoft.

d) **A Database Developer**: With proven SQL Server expertise and a minimum of three (3) years professional experience with SQL Server..

e) **A Software Developer**: With proven Microsoft Reporting Services expertise and a minimum of one and a half (1.5) years experience with Microsoft Reporting Services.

f) **A Lead .NET Software Developers**: with proven .NET experience, a relevant certification credential from Microsoft, and a minimum of three (3) years professional experience with .NET programming.

g) **Quality Assurance (QA) Lead**: With proven experience and credential in QA for software development.

The contractor is requested to propose ALL labor categories with position descriptions for each phase of the UES Upgrade project, including proposed hours to finish the phase /task.

4. Duration of Performance

FAS requires that the entire UES Upgrade Program be completed in less than 2 years. The offerors are requested to propose detailed program plan that will optimally meet the FAS objectives with this duration constraint.

5. Location of Performance

FAS Headquarters has approximately 550 employees located in the USDA South Building, Portals Building, and Reporters Building in Washington DC. FAS has approximately 90 offices around the world with 1 to 20 employees in each office

The UES Upgrade development/implementation work will be performed on-site at government facilities located at USDA Reporters Building, 300 7th Street, S.W. Washington, D.C.

6.Government Furnished Property

The Government will provide workspace in the Reporters Building of the Department of Agriculture, located at 300 7th Street, S.W. Washington, D.C.

Other sites at which services may be provided include South Building of the Department of Agriculture, 14th Street and Independence Ave, S.W. Washington, D.C and the Portals Building located at 1280 Maryland Ave. S.W. Washington, D.C.

The Government will provide the contractor equipment listed.

a) The Government will provide PCs, desks, and telephones for each contract employee. The Government will also provide access to printers, FAX machine and photocopiers.

b) The Government shall provide the Contractor all necessary information to include documentation, data, application/software tools, and materials necessary to support this Performance Work Statement.

C.1.19. Earned Value Management (EVM)

A. NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - POST AWARD INTEGRATED BASELINE REVIEW (IBR)

a) The Contractor shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

b) If the Contractor proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the Contractor shall submit a comprehensive plan for compliance with the EVMS guidelines.

1)   The plan shall—

      (i) Describe the EVMS the Contractor intends to use in performance of the contracts;

      (ii) Distinguish between the Contractor's existing management system and modifications proposed to meet the guidelines;

      (iii) Describe the management system and its application in terms of the EVMS guidelines;

      (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and

      (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

2) The Contractor shall provide information and assistance as required by the Contracting Officer to support review of the plan.

3) The Government will review and approve the Contractor's plan for an EVMS before contract award.

4) The Contractor's EVMS plan must provide milestones that indicate when the Contractor anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.

c) Contractor shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

B. EARNED VALUE MANAGEMENT SYSTEM

a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall—

1) Apply the current system to the contract; and

2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

d) The Contracting Officer may require an IBR at—

Exercise of significant options; or
Incorporation of major modifications.

e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [*Insert list of applicable subcontractors.*]

_____

_____

C.1.20. FIGURE 4 / Appendix A: Example of Mapping between UES As-Is (Legacy) and To-Be Elements

The chart below provides one "example" of mapping between the legacy elements and the UES upgrade "to be" elements. FAS does not provide any assurances that this mapping will work. After contract award, the Contractor will undertake a "discovery" task to generate a complete mapping between the "As-Is" and "To-Be" elements.

Participant View				
Element	Description AS IS	Legacy Source Code Marketing Spec. Interface	Legacy Table	Description TO BE
Home Page	Navigation by selecting participant, section of application Maintenance site links (no longer needed)	navigate.asp		Select participant, Explorer control, menus to access parts of the application, Access to collaboration features – possibly by integrating with Sharepoint, All users logging into a single interface, accessible from outside the firewall
Participant Info (with industry)	Profile Page data entry	Profile.asp, updprof.asp, Goals.asp, updgoals.asp, Updsource.asp	Participant, contact, ues_application_text, ues_map_plan_yr, ues_sum_exports_by_year, ues_trade_data_gen_info	Management and Administrators needs to be broken out into fields. Text fields should allow full text editing with images. Expenditure estimate is deprecated. Export Goals data entry should allow cut and paste from spreadsheet.
Commodity	Product data entry Domestic Developments International Developments US and World Production Data	Product.asp, addprod.asp, delprod.asp Valueaddedprod.asp, addvalueadded.asp, Analysis.asp, editanal.asp, addma.asp, delma.asp trade.asp, addtrade.asp, deltrade.asp	ues_cmdty_promoted ues_value_added_product ues_analysis_of_market ues_world_production ues_world_production_source	Need to add value added definition data entry to this page, eliminate separate value added page Full text editing needed for these fields: Domestic, Developments Domestic, Outlook Domestic, Share Exported, Domestic, Strengths and Weaknesses International, Market Conditions International, Outlook International, Competitive Threats US and World Production Data should allow cut and paste from spreadsheet
Market Definitions	Definition of Regional Markets, single country markets do not have to be explicitly defined	Region.asp, addreg.asp, delreg.asp, delreq2.asp	ues_regions	Definition of markets to include both regional and single country markets Allow definition of FAS standard markets Add "market description" Add "market kind"
Targeted Market	market assessment long term strategy past performance and eval.	Assessmt.asp, edasses.asp, addass.asp, addexpg.asp, addexpg2.asp,	ues_market_assessment_text ues_export_goals_by_countr	Explicitly saved targeted markets (commodity/market associations) new to upgrade.

	results export goals by country data	delexpg2.asp	y	Full text editing, with images, of market assessment, market strategy, market evaluation Add "market type" Add "market keywords" Export Goals by country should allow cut and paste from spreadsheet Add "recommendations" (participant data) Add "post assessment" (post data) Add "Division Assessment" (OTP data)
Constraint Definitions				Add Constraint Definition – allow the use of reusable constraint definition when creating a constraint Allow association between a Constraint Definition and a Performance Measure Definition. New to upgrade
Constraints	User selects market and commodity and enters constraint title and description (and adds performance measures, baseline and goals – see performance measures specific)	wrksht.asp, wrkshted.asp,	ues_constraints	Constraint is the association of a constraint definition with a targeted market. Add "evaluation and findings" (participant info) Add "post assessment" (post info) Add "division assessment" (OTP info)
Performance Measures Definitions				High level reusable Performance Measures definitions are associated with Constraint definitions. New to upgrade
Performance Measures Specific	Footnote Baseline Goal year Goal Actual	Wrksht.asp, viewperfmeas.asp, pmedit.asp	perf_meas_reporting perf_meas_reporting_desc perf_meas_reporting_text	Performance Measures become specific when the constraint is created by the association of a constraint definition and a targeted market. Users enter specific baseline, goals, and later, the actuals Add "met indicator" Add "active indicator"
Activity Definition				High level reusable activity definition, used in creating activities. Contains title, type, description. New to upgrade
Activity	Add an activity under a constraint. Input activity code which shows funding, type, unique identifier, Add title, description, expected results, contribution, joint activity, GBI priorities, TASC or EMP budget line items, Previous USDA funding, Proposal time line	acti.asp actiedit.asp jntacti.asp addacti.asp addacti2.asp addacti3.asp delacti.asp	ues_activity_budgets ues_activity_contrib ues_activity_tag ues_joint_activity ues_activity_additional_text emp_activity_phases tasc_activity_budget_yr_rec emp_activity_budgdt_yr_rec	Get the title, type, description from the activity Definition and create the activity by associating a constraint with an activity definition. Title, description, type will come from activity definition. Add "events" Add "activity keywords" Add "to be spent in countries" with amounts Add "to benefit countries" with

				amounts Add "status" – participant sets this to submitted, OTP sets it to approved Add "comments" Add "additional description" Add "results (actual)" For TASC, EMP, QSP – associate the activity with a proposal TASC, EMP – common budget line items format (description, cost category, request, foreign participant contribution, third party contribution)
Events				(Related to legacy branded sub budgets, but alsocan apply to non branded activities in upgrade) To be associated with an activity: Event Location Event Date Event Comments Event Status For Branded Activities: Company Child Activity Code Child Amount Child Description
Branded Sub-Budgets (see Events)	Parent Activity Code Child Activity Code Company Amount Description	Brandedactivities.asp, Bradedactivitiessave.asp BrandedActsCoFrameDetail.asp BrandedActsCoFrameMenu.asp BrandedActsCoFrameset.asp BrandedActsCompanySave.asp	mpp_branded_sub_budgets ues_activity_branded_company ues_interim_branded_company	{C 2ne)2(4Tt(c)-5(r)-2(i1.153h}{ul-7(brabEv)-4

			mpp_cntry_ceilings_bal mpp_contingent_liab_bdgt mpp_contingent_liab_bdgt_bal mpp_contingent_liabilities mpp_contingent_liabilities_bal mpp_cost_cat_bdgt mpp_country_budgets mpp_country_ceilings mpp_finding_rec mpp_finding_rec_bal mpp_funds mpp_funds_bal mpp_funds_i mpp_general_journal mpp_general_journal_i mpp_map_contributions mpp_partic_funds mpp_partic_funds_bal mpp_prog_ceilings mpp_prog_ceilings_bal mpp_program_announcement mpp_publct_ceilings mpp_publct_ceilings_bal mpp_regcns_ceilings mpp_regcns_ceilings_bal mpp_regevl_ceilings mpp_regevl_ceilings_bal mpp_streg_ceilings mpp_streg_ceilings_bal mpp_transaction_comments mpp_transaction_type mpp_treasury_pay mpp_treasury_pay_bal mpp_type_ceilings mpp_type_ceilings_bal mpp_uncom_ceilings mpp_uncom_ceilings_bal FMD: fmd_activity_budgets fmd_adjustment_discrepancies fmd_admin_budget_group fmd_admin_expense_budget_group fmd_admin_expense_group fmd_admin_temp_table fmd_agreement fmd_anncmt_payable fmd_anncmt_payable_bal fmd_base_bdgt fmd_base_bdgt_bal fmd_carry_over fmd_carry_over_bal fmd_comments fmd_contingent_liab_bdgt fmd_contingent_liab_bdgt_bal fmd_contingent_liabilities fmd_contingent_liabilities_bal	

			fmd_cooperator_funds	
			fmd_cooperator_funds_bal	
			fmd_disbur_sched_counter	
			fmd_dsc_number	
			fmd_funds	
			fmd_funds_bal	
			fmd_general_journal	
			fmd_operating_advance	
			fmd_operating_advance_bal	
			fmd_program_announcement	
			fmd_reimbursements	
			fmd_transaction_comments	
			fmd_transaction_defns	
			fmd_transaction_type	
			EMP:	
			emp_activity_budget_yr_rec	
			emp_activity_budgets	
			emp_activity_ceilings	
			emp_activity_expiration	
			emp_activity_phases	
			emp_anncmt_payable	
			emp_anncmt_payable_bal	
			emp_disbur_sched_counter	
			emp_dsc_number	
			emp_funds	
			emp_funds_bal	
			emp_general_journal	
			emp_market_share	
			emp_prog_ceilings	
			emp_prog_ceilings_bal	
			emp_program_announcement	
			emp_proposal	
			emp_proposal_text	
			emp_proposal_text_type	
			emp_transaction_comments	
			emp_transaction_defns	
			emp_transaction_type	
			TASC:	
			tsc_activity_budgets	
			tsc_advances_rec	
			tsc_advances_rec_bal	
			tsc_anncmt_payable	
			tsc_anncmt_payable_bal	
			tsc_disbur_sched_counter	
			tsc_dsc_number	
			tsc_final_rpt	
			tsc_funds	
			tsc_funds_bal	
			tsc_general_journal	
			tsc_partic_funds	
			tsc_partic_funds_bal	
			tsc_prog_ceilings	
			tsc_prog_ceilings_bal	
			tsc_program_announcement	
			tsc_transaction_comments	
			tsc_transaction_defns	
			tsc_transaction_type	
			QSP:	
			qsp_anncmt_payable	
			qsp_anncmt_payable_bal	

			qsp_disbur_sched_counter qsp_dsc_number qsp_funds qsp_funds_bal qsp_general_journal qsp_partic_funds qsp_partic_funds_bal qsp_prog_ceilings qsp_prog_ceilings_bal qsp_program_announcement qsp_transaction_comments qsp_transaction_defns qsp_transaction_type	
Contingent Liability	Contingent Liability type Contingent Liability amount	Liabil.asp Addliab.asp Delliab.asp	ues_unfunded_liabilities ues_unfunded_liabilities_type	Same as legacy
Worldwide Personnel	No. US Citizens No. US Citizens paid with proj. funds FAS funded amount	wwperson.asp updwwper.asp	ues_worldwide_personnel ues_worldwide_personnel_type	Same as legacy
EMP Proposal		EMPmenu.asp, empentire.asp, Emptop.asp, empacti.asp, empactiedit.asp, empactiedit2.asp, empdelacti.asp, empdelbud.asp, empaddreg.asp, empdelreg.asp, Empdelreg2.asp, empproposaledit.asp, Updempproposal.asp	emp_proposal emp_proposal_text emp_proposal_text_type	Need to associate an EMP proposal with a constraint Add "keywords" Add "emp proposal type"
QSP Proposal				New to the upgrade.
TASC Proposal		Tascmenu.asp Tascproposaledit.asp	tasc_proposal tasc_proposal_text tasc_notify tasc_trade_barrier_type tasc_activity_submit	Need to associate an TASC proposal with a constraint Add "keywords"
Submit the Plan				Add submit function
View total request by program	N/A	Resource.asp	Sum of ues_activity_budgets	N/A
Promised Contributions	Applicant $ or Applicant % Industry State $ or Industry State %	Contrib.asp Addcontrib.asp	ues_contributions	Promised Contribution % or Promised Contribution $
See an historical Plan	Change the year or participant context by dropdown on home page	Navigate.asp Changeyear.asp		Change the year or participant context by dropdown on home page
Initiate a Plan for a new year				Decide what needs to carryover from one year to next
Help	HTML based help	Ueshelp.htm		Fully searchable help
Alerts	TASC proposal alert	tascmktspecnotify.vbs tascmosnotify.vbs	tasc_notify	Post alerts are new to upgrade
Branded Company Information				Add "congressional district"
Change				New to upgrade
Attachments				Possible Sharepoint provided function

Forums				Possible Sharepoint provided function
Calendar				Possible Sharepoint provided function
ISO				New to upgrade
Trip Reports				New to upgrade
Expense Claims	Depends on replicated data, approval in Visual Basic application	Claimsvb6.exe	expense_claims expense_claim_line_items document accounting stored procedures	Run from ISA server, in .NET as a single application
Advance Requests	Depends on replicated data	Claimsvb6.exe	advance_requests expense_claims Accounting stored procedures	Run from ISA server in .NET as a single application – part of Expense Claims
Actuals				
EMP Report				New to upgrade
Performance Measures actuals			perf_meas_reporting perf_meas_reporting_desc perf_meas_reporting_text	Add met indicator Add active indicator
Contributions	Depends on replicated data, powerbuilder application, MOS review at MOS_admin/ParticipantsContrib.asp	Contrib.exe	ues_part_contribution	Run from ISA server in .NET as a single application
Reports				
Ad-Hoc reporting				Add Ad-Hoc reporting features, New to upgrade
Pre-defined reports		Mos_admin/sufchk.asp BrandedCoGradRpt.asp Progceilingrpt.asp Mos_admin/allocationbalancerpt.asp MaPPProgCarryover.asp, MAPProgCarryoverRpt.asp Entire.asp Actiapproverptparam.asp, Actiapproverpt.asp Contribsummaryparam.asp, Contribsummeryrpt.asp Cntrysum.asp, cntrysumrpt.asp		Keep Sufficiency Check Report Branded Company report Program Ceiling Report Allocation Balance Carryover Report UES Application Report Activity Plan Approval Report Country Summary Report Contribution Detail Report Interfaces upgraded to .NET or reporting tool
PPS View				
Element				
Accounts	MOS admin utility – preserve the functions	Mos_admin/utilfunctions.asp		Run from ISA server in .NET
Pay Claims		Claimsvb6.exe		See expense claims, above
Formula				Have a stored procedure to generate data in sections, one for each "backsheet", presented to user in spreadsheet compatible format New to upgrade
Reports				
Pre-defined reports		Mos_admin/sufchk.asp BrandedCoGradRpt.asp Progceilingrpt.asp Mos_admin/allocationbalancerpt.asp		keep Sufficiency Check Report Branded Company report Part Report (new) Program Ceiling Report

		MaPProgCarryover.asp, MAPProgCarryoverRpt.asp Entire.asp Actiapproverptparam.asp, Actiapproverpt.asp Contribsummaryparam.asp, Contribsummeryrpt.asp Cntrysum.asp, cntrysumrpt.asp Cccreconciliparam.asp, Cccreconcil.asp		Allocation Balance CCC Reconciliation Carryover Report UES Application Report Activity Plan Approval Report Country Summary Report Contribution Detail Report Interfaces upgraded to .NET or reporting tool
OTP View				
Element				
Change Response				New to upgrade
Targeted Market Division Assessment				New to upgrade
Constraint Division Assessment				New to upgrade
Evaluation Elements				New to upgrade
Forums				New to upgrade
Calendar				New to upgrade
Reports				
Ad-Hoc reports				New to upgrade
Pre-defined reports		Mos_admin/sufchk.asp BrandedCoGradRpt.asp Progceilingrpt.asp Mos_admin/allocationbalancerpt.asp MaPProgCarryover.asp, MAPProgCarryoverRpt.asp Entire.asp Actiapproverptparam.asp, Actiapproverpt.asp Contribsummaryparam.asp, Contribsummeryrpt.asp Cntrysum.asp, cntrysumrpt.asp		Keep Sufficiency Check Report Branded Company report Part Report (new) Program Ceiling Report Allocation Balance Carryover Report UES Application Report Activity Plan Approval Report Country Summary Report Contribution Detail Report Interfaces upgraded to .NET or reporting tool
Post View				
Element				
The Strategic Plan				
Targeted Market Post Assessment				New to upgrade
Constraint Post Assessment				New to upgrade
Forums				New to upgrade
Calendar				New to upgrade
Reply to Post Notification				New to upgrade
Reports				
Ad-Hoc reports				New to upgrade
Pre-defined reports		BrandedCoGradRpt.asp Progceilingrpt.asp		Keep Branded Company report

		Mos_admin/allocationbalanc erpt.asp MaPPProgCarryover.asp, MAPProgCarryoverRpt.asp Entire.asp Actiapproverptparam.asp, Actiapproverpt.asp Contribsummaryparam.asp, Contribsummeryrpt.asp Cntrysum.asp, cntrysumrpt.asp		Part Report (new) Program Ceiling Report Allocation Balance Carryover Report UES Application Report Activity Plan Approval Report Country Summary Report Contribution Detail Report Interfaces upgraded to .NET or reporting tool
System Administrator View				
Element				
The Strategic Plan				
User information				New to upgrade
Reference tables				New to upgrade, it is possible that SA could use SQL Server Management studio for this
Program information				New to upgrade, it is possible that SA could use SQL Server Management studio for this

PART I—THE SCHEDULE

SECTION D—PACKAGING AND MARKING

D.1 452.247-71 Marking Deliverables. (FEB 1988)

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

(b) Mark deliverables, except reports, for: U. S. Department of Agriculture, Farm Service Agency, 1200 Independence Avenue, SW, Washington, DC 20250. (End of Clause)

<div align="center">

PART I—THE SCHEDULE

SECTION E—INSPECTION AND ACCEPTANCE

</div>

E.1. 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/these address(es): www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4   Inspection of Services--Fixed-Price (AUG 1996)

E. 2 AGAR 452.246-70 Inspection and Acceptance. (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at: U. S. Department of Agriculture, Farm Services Agency, 1200 Independence Avenue, SW, Washington, DC 20250. (End of clause)

PART I—THE SCHEDULE

SECTION F – DELIVERIES OR PERFORMANCE

F.1 AGAR 452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is from **30 Days from notice of Award, through September 30, 2008. Options periods may be exercised as indicated.** (End of Clause)

F.2   FAR 52.211-9 Desired and Required Time of Delivery. (JUN 1997) - Alternate III (APR 1984)

(a) The Government desires delivery to be made in accordance with Section C. of this solicitation.

Each deliverable is subject to monitoring and validation by the COTR to ensure that milestones are being satisfactorily met. The deliverable items should be completed and provided on or before the dates noted. However, the contractor may be requested to modify the schedule. For all draft and final report items delivered, the contractor shall provide both paper (two original copies) and electronic text versions.
(End of clause)

PART I—THE SCHEDULE

SECTION G- CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Authority

The Contracting Officer is the only person authorized to approve changes in any if the requirements under this contract, and, notwithstanding any clause contained elsewhere in this contract, the said 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 adjustments will be made in the contract prices to cover any increases in charges incurred as a result thereof.

The Contractor shall submit any request for modification for this contract, in writing the Contracting Officer with a copy of the request to the Contracting Officer's Technical Representative (COTR).

G.2 Contract Administration

This contract will be administered by Ms. Joyce Bowie. When using regular mail, use the following address:

USDA/FSA/AMD
STOP 0568
1400 Independence Ave, SW
Washington, DC 20250

When express mail or hand delivering to the Contracting Officer, use the following address:

Ms. Joyce Bowie, Sr. Contracting Officer
USDA/FSA/AMD
1280 Maryland Avenue, S.W. – Suite 580A
Washington, DC 20024

G.3 Contracting Officer's Technical Representative (COTR)

The COTR appointed for this order, and the address and telephone number for the same is:

TBD

G.4 Responsibilities and Limitations of the COTR.

The COTR shall be primarily responsible for, but not necessarily limited to, the following:

1.   Monitor the Contractor's performance of the contract.
2.   Be the single coordinating point of contact with the Contractor, other than the
      Contracting Officer.
3.   Provide clarification, interpretation, and inquiry assistance to the Contractor on technical
      matters.
4.   Monitor the quality of the Contractor's performance and deliverables.
5.   Review, and approve or disapprove, invoices submitted by the Contractor.
6.   Furnish the Contracting Officer with copies of all pertinent reports and correspondence as
      appropriate.

The COTR 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 must be referred to the Contracting Officer for action.

G.5 Invoices

The Contractor shall submit monthly invoices to the COTR for review and payment.

At a minimum, the invoice(s) shall contain the following:

Invoice number
Contract number
Delivery order number (if any)
Quantity of items ordered
Brief description of services order, and Contract unit price(s).

G.6 Contract Close-Out Procedures

It is the Government's intent to perform close-out procedures on the current contract. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. Contract close-out will occur as soon as possible after task order performance.

PART I –THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1   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.

PART II—Contract Clauses

SECTION I—CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

I.1 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/these address(es): www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html

52.202-1 Definitions. (JUL 2004)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (JUL 1995)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2005)

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)

52.204-7 Central Contractor Registration. (JUL 2006)

52.204-9 Personal Identity Verification of Contractor Personnel. (NOV 2006)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)

52.215-2 Audit and Records - Negotiation. (JUN 1999)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997)

52.215-12 Subcontractor Cost or Pricing Data. (OCT 1997)

52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications. (OCT 1997)

52.216-4 Economic Price Adjustment - Labor and Material. (JAN 1997)
52.216-25 -- Contract Definitization. (OCT 1997)

52.219-8 Utilization of Small Business Concerns. (MAY 2004)

52.219-14 Limitations on Subcontracting. (DEC 1996)

52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside. (MAY 2004)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-3 Convict Labor. (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)

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

52.222-26 Equal Opportunity. (MAR 2007)

52.222-29 Notification of Visa Denial. (JUN 2003)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)

52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)

52.222-50 Combating Trafficking in Persons. (APR 2006)

52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-14 Toxic Chemical Release Reporting. (AUG 2003)

52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2006)

52.227-3 Patent Indemnity. (APR 1984)

52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

52.229-3 Federal, State, and Local Taxes. (APR 2003)

52.229-6 Taxes - Foreign Fixed-Price Contracts. (JUN 2003)

52.230-2 Cost Accounting Standards. (APR 1998)

52.230-3 Disclosure and Consistency of Cost Accounting Practices. (APR 1998)

52.230-6 Administration of Cost Accounting Standards. (APR 2005)

52.232-1 Payments. (APR 1984)

52.232-8 Discounts for Prompt Payment. (FEB 2002)

52.232-17 Interest. (JUN 1996)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-25 Prompt payment. (OCT 2003)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.233-1 Disputes. (JUL 2002)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
52.237-3 Continuity of Services. (JAN 1991)

52.239-1 Privacy or Security Safeguards. (AUG 1996)

52.242-13 Bankruptcy. (JUL 1995)

52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)

52.244-5 Competition in Subcontracting. (DEC 1996)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.249-4 Termination for Convenience of the Government (Services) (Short Form). (APR 1984)

52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

52.253-1 Computer Generated Forms. (JAN 1991)

<u>**ADDITIONAL CLAUSES:**</u>

I.2 52.243-7 Notification of Changes. (APR 1984)

Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [ ] (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

The date, nature, and circumstances of the conduct regarded as a change;

The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including -

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within [ ] (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this

contract, whether changed or not changed by such conduct, an equitable adjustment shall be made -
(i) In the contract price or delivery schedule or both; and
(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.3 52.246-20 Warranty of Services. (MAY 2001)

(a) *Definition.*

Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor *within 30 days from the date of acceptance by the Government.* This notice shall state either -

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the Government does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the

same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

I.4   52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)
I.5   52.227-14 Rights in Data - General (JUN 1987)

(a) *Definitions*. Computer software, as used in this clause, means computer programs, computer data bases, and documentation thereof.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights, as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

Limited rights data, as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted com- puter software, including minor modifications of such computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights*. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in -

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to -

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright* - (1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data*. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data*. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings

at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings*. (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor -

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software*. (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding,

the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) - (3) **Reserved**

(h) *Subcontracting*. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.6 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems. (JAN 1997)

(a) *Scope of clause*. This clause shall apply to all technical data (as defined in the Rights in Data - General clause included in this contract) that have been specified in this contract as being subject to this clause. It shall apply to all such data delivered, or required to be delivered, at any time during contract performance or within 3 years after acceptance of all items (other than technical data) delivered under this contract unless a different period is set forth herein. The Contracting Officer may release the Contractor from all or part of the requirements of this clause for specifically identified technical data items at any time during the period covered by this clause.

(b) *Technical data declaration*. (1) All technical data that are subject to this clause shall be accompanied by the following declaration upon delivery:

Technical Data Declaration (Jan 1997)

The Contractor, _____**,** hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Government contract
_____ (**and any approved subcontract, if appropriate**)
are complete, accurate, and comply with the requirements of the contract concerning such technical data.

(End of declaration)

(2) The Government shall rely on the declarations set out in paragraph (b)(1) of this clause in accepting delivery of the technical data, and in consideration thereof may, at any time during the period covered by this clause, request correction of any deficiencies which are not in compliance with contract requirements. Such corrections shall be made at the expense of the Contractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with paragraph (e) of the Rights in Data - General clause included in this contract.

(c) *Technical data revision.* The Contractor also agrees, at the request of the Contracting Officer, to revise technical data that are subject to this clause to reflect engineering design changes made during the performance of this contract and affecting the form, fit, and function of any item (other than technical data) delivered under this contract. The Contractor may submit a request for an equitable adjustment to the terms and conditions of this contract for any revisions to technical data made pursuant to this paragraph.

(d) *Withholding of payment.* (1) At any time before final payment under this contract the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding $100,000 or 5 percent of the amount of this contract, whichever is less, if in the Contracting Officer's opinion respecting any technical data that are subject to this clause, the Contractor fails to -

(i) Make timely delivery of such technical data as required by this contract;

(ii) Provide the declaration required by paragraph (b)(1) of this clause;

(iii) Make the corrections required by subparagraph (b)(2) of this clause; or

(iv) Make revisions requested under paragraph (c) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has delivered the data and/or has made the required corrections or revisions. Withholding shall not be made if the failure to make timely delivery, and/or the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor and without the fault or negligence of the Contractor.

(3) The Contracting Officer may decrease or increase the sums withheld up to the sums authorized in subparagraph (d)(1) of this clause. The withholding of any amount under this paragraph, or the subsequent payment thereof, shall not be construed as a waiver of any Government rights.

(End of clause)

I.7   AGAR 452.224-70 Confidentiality of Information. (FEB 1988)

(a) Confidential information, as used in this clause, means -

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

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

(End of Clause)

PART III—List of Document, Exhibits and Other Attachments

SECTION J—List of Attachments
(affixed to end of solicitation)

Attachment 1: **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**
Attachment 2: **QUALITY ASSURANCE PLAN MATRIX**
        2.1 Definition of Matrix Terms
        2.2 Surveillance Matrix
        2.3 Intentionally Blank
        2.4 Appendix A – Project Management Plan Checklist
        2.5 Appendix B – Data Migration Plan Checklist
        2.6 Appendix C – Test Plan Checklist
        2.7 Appendix D – Upgraded System Functional Checklist
Attachment 3: **GLOSSARY OF TERMS**
Attachment 4: **PAST PERFORMANCE QUESTIONNAIRE**

PART IV—REPRESENTATIONS AND INSTRUCTIONS

SECTION K--Representations, Certifications, and Other Statements of Offerors

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

K.2 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2005)

K.3 52.203-2 Certificate of Independent Price Determination (APR 1985)

(a) The offeror certifies that—
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision *Renea Morton, Contracting Officer.*
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(End of provision)

K.4 52.204-3 Taxpayer Identification. (OCT 1998)

(a) *Definitions*.

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

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

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

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

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(f) *Common parent.*

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

[ ] Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.5   52.204-8 Annual Representations and Certifications. (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541511 – Custom Computer Programming Services.**

(2) The small business size standard is **500 employees**.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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--------------------------------------------------------
FAR Clause     Title        Date        Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.6 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—
(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

(C) Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7   52.219-1 Small Business Program Representations. (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541511 – Custom Computer Programming Services.**

(2) The small business size standard is **500 employees**.

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

(b) *Representations*. (1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) (*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*) The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.8 52.219-22 Small Disadvantaged Business Status (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
(b) Representations.
(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—
[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
(A) No material change in disadvantaged ownership and control has occurred since its certification;
(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(2) o *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]
(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—
(1) Be punished by imposition of a fine, imprisonment, or both;
(2) Be subject to administrative remedies, including suspension and debarment; and
(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.
(End of provision)

K.9 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that—
(a) It __ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) It o has, o has not filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (End of provision)

K.10 52.222-25 Affirmative Action Compliance (APR 1984)

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

K.11 52.223-13 Certification of Toxic Chemical Release Reporting. (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

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

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

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

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

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

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

___ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

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

(End of provision)

K.12   52.226-2 Historically Black College or University and Minority Institution Representation (MAY 2001)

(a) *Definitions*. As used in this provision—
"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.
"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).
(b) *Representation*. The offeror represents that it—
o is o is not a historically black college or university;
o is o is not a minority institution.
(End of provision

K.13   52.227-15 Representation of Limited Rights Data and Restricted Computer Software (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of

Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data—General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*]—

o None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

o Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____
_____
_____

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data—General."

(End of provision)

NOTE: Offerors should address all questions concerning VETS-100 reporting and reporting

PART IV—Instructions, Conditions, and Notices to Bidders requirements to the Office of Veterans Employment and Training Services offices at the following address:

> U. S. Department of Labor
> VETS-100 Reporting
> 4200 Forbes Boulevard, Suite 202
> Lanham, MD   20703
> Telephone: (301) 306-6752
> Website: www.vets 100.cudenver.edu
> Reporting Questions: HelpDesk@vets 100.com
> Reporting Verification: Verify@vets100.com

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS

L.1 Overview

The USDA, Farm Service Agency is conducting this competition to enter into a performance-based arrangement to upgrade and develop a Unified Export Strategy System (UES). The requirement is to upgrade and replace the legacy system, consisting of dual Sybase databases and active-server-page front-end, with a modernized system, consisting of a single SQL-server database, web-enabled .Net front-end in a firewall protected environment, following a low-risk phased migration approach. The front end code is Active Server pages written in Visual Basic script or a visual basic executable. The back end code is Transact-SQL. The user interface accepts text information and stores it in a backend database.

L.2 General

In accordance with FAR clause 52.215-1, Instruction to Offerors – Competitive Acquisition (Jan 2004), the Government intends to award without discussions with Offerors. Offerors are cautioned to examine this solicitation in its entirety and to ensure that their proposal contains all necessary information, provides all required documentation, and is complete in all aspects. However, the Government reserves the right to conduct discussions and to permit Offerors to revise their proposals, if deemed necessary.

L.3 Submission of Proposals

L.3.1 Each Offeror shall submit only one proposal which addresses all Government requirements outlined in he solicitation. Offerors shall submit the proposals, with cover letter, in order to be received by <u>May 5, 2008 at 1:00p.m., Eastern Standard Time (EST)</u>. Offerors must ensure that the Past Performance Questionnaire (references) be returned by April 25, 2008. Any questionnaires submitted after the proposal due date and time will not be considered.

L.3.2 Proposals shall be delivered or mailed to the address below. If the information is being handcarried, the Offeror shall call the following: Ms. Renea Morton, 202-205-9434, or Ms. Joyce Bowie, 202-720-7335. The address for mailing is as follows:

> USDA, Farm Service Agency
> Acquisition Management Branch
> 1280 Maryland Avenue, SW
> 580 Portals Building
>   Mail Stop 0567
>   Washington, DC 20250

L.4 Late Submissions. Any proposal, offer modification, revision, or withdrawal of an offer received at the Government office designated above after the exact time specified for receipt of offers is considered 'late" and will not be considered.

L.5   52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-6 Data Universal Numbering System (DUNS) Number. (OCT 2003)

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004) - Alternate I (OCT 1997)

AGAR 452.204-70 Inquiries. (FEB 1988)

L.6 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Performance Based, Firm Fixed Priced type contract resulting from this solicitation.

(End of provision)

L.7 52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Joyce Bowie, USDA, Farm Services Agency, 1280 Maryland Avenue, SW, 580 Portals Building, Mail Stop 0567, Washington, DC 20250

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

(End of provision)

L.8   Notice of Exceptions to Solicitation Requirements

(a) In compliance with the requirement of the solicitation, offeror shall make an affirmative statement in the cover letter of their proposal indicating that no exceptions to the solicitation have been taken. If the offeror takes exception to any of the terms, conditions, pricing formats, clauses, etc., each exception shall be identified in the cover letter and cross referenced to the specific place it appears in the solicitation.

(b) All deviations, exceptions or conditional assumptions taken with respect to the technical proposal instructions or requirements must be supported by sufficient amplification/rationale to justify further evaluation.

L.9   General Instructions for the Preparation of Proposal

(a) The proposals submitted in response to this solicitation will be formatted as follows and furnished in the number of copies stated below. A cover letter may accompany the proposal to set forth any information the offeror wishes to bring to the attention of the Government. A cross reference must be included showing the proposal paragraph number(s) which address each paragraph of the Statement of Work (SOW). This cross reference must be organized identically to the SOW by Section and Subsection. If any exceptions or deviations to the RFP requirements are included in the proposal, they must be clearly stated and justified in a separate Statement of Compliance. If no exceptions or deviations are included, this must be so stated in the Statement of Compliance. Quantity, quality and/or technical points made in the cost proposal will be ignored. Each volume of the proposal shall be physically separated, with labeled tabs between parts and sections. The offeror shall coordinate with the references, prior to submission of their proposal, to obtain their agreement to respond to a telephonic and/or written inquiry by the Government.
(b) The technical proposal (Part I) and business proposal (Part II) may be combined into one document The proposal shall consist of the following parts, must include all requested information, and be submitted in original and 2 copies.
(1) Technical Proposal (Part I)
(2) Business/Management and Cost Proposal (Part II)

L.10   Preparation of the Technical Proposal (Part I)

(a) This part of the proposal shall consist of the sections described in L.5 which are limited to directly responding to the information sought by the Government's Statement of Work. Offerors are specifically cautioned that this volume must not contain any discussion of or references to price and/or cost. The technical proposal shall include, WITHOUT PRICES, details of labor hours and other direct cost elements.
(b) The technical proposal will be used in the evaluation of a firm's capability to   perform the required services. Therefore, the proposal must present sufficient information to reflect a thorough understanding of the work requirements and a detailed practical program for achieving the objectives of the statement of work. Proposals which merely paraphrase the requirements of the Government's statement of work or parts thereof, or use of such phrases as "will comply" or "standard techniques will be employed" will be

considered non responsive to this request for proposal and will receive no further consideration.

(c) The technical proposal must include a detailed description of the techniques and procedures to be employed in achieving the proposed end results in compliance with the requirements of the Government Statements of Work incorporated herein. These detailed descriptions must be cross referenced to the requirements of this RFP. Offerors are encouraged to portray facts quantitatively wherever possible, with charts, lists, matrices, tabulations, etc.

(d) To facilitate the technical evaluation of Offerors' proposal, Offerors must follow the formatting instructions presented below. Technical evaluators will be scoring technical proposals solely on the basis of information provided by the Offerors, except "Past Performance." Information obtained on an offeror's "Past Performance" may be obtained from the proposal as well as other sources. While it is acknowledged that the Offeror is the subject matter expert on the material being presented, it is imperative that Offerors provide specific responses to evaluation information requested in a common format to facilitate the technical evaluation process. While it is not the desire of the Government to penalize an Offeror for noncompliance with formatting instructions, Offerors may receive lower overall technical evaluation point scores if requested information is not presented in the Sections of the Technical Proposal where it is expected by evaluation personnel. Technical evaluators will not be required to search other Sections of the Offerors technical proposal for information requested for evaluation in a specific Section.

(e) The technical proposal (Part I) shall be prepared and submitted in the following format with appropriately numbered subparagraphs:

To aid in evaluation, shall be concisely well as indexed indexed, as

TECHNICAL PROPOSAL (Part I)		
PART	*SECTION*	*DESCRIPTION*
I	**A.**	Table of Contents/Introduction
	1.0	Technical Approach
	2.0	Past Performance – including references
	3.0	Project Management Plan
	4.0	Staffing Plan

the proposals clearly and written as being neat, (cross-

appropriate), and logically assembled. All pages of each part shall be identified with the:

• RFP number
• Date of preparation
• Page number (begin each volume with page 1)
• Part and section number.

L.11   Preparation of the Business/Management and Cost Proposal (Part II)
  (a) **Business/Management (Section 1)**
    (1) This Section consists of the Offeror's outline, addressing the business/management aspects of this procurement, the resources the Offeror will use and how the Offeror will use them.
    (2) Since the Business/Management Proposal will be evaluated to determine such matters as a Contractor's potential for completing the required work, it should be specific and complete. It must contain the information specified in Sections B and I of the RFP with the Offeror's information added to Section B. Section B will be physically a part of the contract at time of award.

  (b) **Cost Proposal (Section 2)**
    (1) General
         This Section shall consist of the Offeror's costs to perform the work outlined in the Statement of Work. For cost evaluation purposes only the pricing proposed by the offeror in Section B - PRICE SCHEDULE shall apply throughout the estimated contract life. Contractor shall also provide a detailed breakdown of proposed burdened labor rates as an attachment to Section B.

L.12

COST PROPOSAL (Part II)		
PART	*SECTION*	*DESCRIPTION*
II	**A.**	Table of Contents/Introduction
	1.0	Business/Management Approach
	2.0	Cost Proposal IAW Section B
	2.1	Breakdown of proposed burdened labor rates, as attachment to Section B.

Realism in Request for Proposals
An Offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost or price, should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price should be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal, (subject to the requirements for discussions to be held with those Offerors in the competitive range pursuant to Federal Acquisition Regulations). The burden of proof as to cost credibility rests with the Offeror.

PART IV—Representations and instructions
SECTION M –Evaluation Factors for Award

M.1   BASIS FOR AWARD

Award will be made to the offeror proposing an approach which conforms to the Request For Proposal (RFP) requirements and which represents the "Best Value" for the Government based upon an integrated assessment of the factors described below.

Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. To arrive at a best value decision, the designated selection official will integrate the evaluation team's evaluations of the offeror's proposal against the Evaluation Criteria. This approach may result in an award to a higher-rated, higher-priced offfer, where the decision is consistent with the evaluation criteria and the designated selection official reasonably determines that the expected benefits of the non-cost criteria outweigh the Cost/Price difference.

M.2   EVALUATION FACTORS

The Evaluation Criteria are shown in order of importance below.

Technical Approach is <u>significantly more important</u> than Past Performance (including references). Past Performance (including references) are less important than Technical Approach, but more important than the Project Management Plan. The Project Management Plan is less important than the Past Performance (including references), but more important than the Staffing Plan.

> **Technical Factors:**
> The following factors will be used in the technical evaluation process, listed in descending order of importance:
>
> 1. **Technical Approach**
> 2. **Past Performance – including references**
> 3. **Project Management Plan**
> 4. **Staffing Plan**

1. Technical Approach

A. **General Technical Approach:** Has the Offeror developed and provided a response to the Statement of Work (SOW) that adequately and sufficiently addresses the government's objectives, technical and management considerations and constraints into a specific and detailed process for conducting the required effort for required services? How adequately has the Offeror addressed the following aspects of its Technical Approach:

- Understanding the Scope of the Project
- Detailed Plan for Successful Performance

2. Past Performance (including References)

Offerors will be evaluated on the extent to which the Offeror and/or its subcontractors demonstrate relevant past performance of similar size and scope, and Offeror has demonstrated commitment to customer satisfaction, on schedule on time completion.

Offerors will be evaluated on the extent to which the Offeror and/or its subcontractors demonstrate relevant references, consistent with Past Performance information. All Past Performance questionnaires are to be returned at **least 5 days prior to the date of submission of proposals, as indicated in Item 9. of the SF 33.**

3. Project Management Plan

A. **Management Plan:** The Offeror's proposal will be evaluated to determine the adequacy of how the Offeror will effectively and efficiently bring their capabilities (subcontractor(s), personnel and their education, experience, and expertise; depth of resources; and effective and efficient management) to bear in order to satisfy the requirements. Also the proposal will be evaluated on how the contractor will assure seamless integration, effective and efficient communication and coordination of information and work product between its staff and the Foreign Agricultural Services, other government employees and other contracted staff. Strengths of approach to managing staff, lines of communication, authority, responsibilities, and quality of work assurance will also be considered.

*   Management Plan

*   Communications Plan

4. Staffing Plan

Offerors will be evaluated on the extent to which the Offeror and/or its subcontractors demonstrate the proposed personnel will provide an adequate workforce to complete the job.

- Resources/Key Personnel
  Evaluation will be based on the extent to which the Offeror demonstrates a staffing plan that is adequate to successfully perform the requirements in the SOW. In particular the resumes of key personnel will be evaluated to assure that the training and experience are consistent with the proposed positions and to the extent to which the resumes submitted **for key personnel adequately meet the requirements of the SOW**.

<u>**Non-Technical Factors: Price: PART II**</u>

1. <u>Business Cost Proposal</u>

The Business Cost Proposal must be assembled according to the instructions in Section L.11. Failure to follow these instructions could result in low scoring of the Offeror's proposal or even disqualification. The Offeror's Cost Proposal will be evaluated based on the following criteria:
Criteria A: Completeness: The Offeror must provide all the data that is necessary to support the Cost Proposal as defined in Section L. The Government will assess the extent to which Offeror's cost proposal complies with the content and format instructions.
Criteria B: Cost: Proposed costs will be evaluated to determine if the cost estimates are realistic and reasonable for the Tasks to be performed in the SOW, reflect a clear understanding of the requirements, and are consistent with the experience level required to fulfill each labor category.
Criteria C: Exceptions: Each exception identified by the Offeror will evaluated to determine its impact on the tasks, scope and Government policy. A corresponding risk will be assigned to each of the Offeror's exceptions.

M.3 AWARD DETERMINATION

1. Award will be made to that offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. Technical Approach is <u>significantly more important</u> than Past Performance (including references). Past Performance (including references) are less important than Technical Approach, but more important than the Project Management Plan. The Project Management Plan is less important than the Past Performance (including references), but more important than the Staffing Plan. The critical factor in making any cost/technical trade-off is not the spread between the technical ratings, but, rather, the significance of that difference. The significance of the spread of ratings will be determined on the basis of what the difference might mean in terms of the performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make cost/technical trade-offs that are in the best interest and advantageous to the Government.

2. Award may be made without further discussions. Offers should be submitted initially on the most favorable terms, from a price and technical standpoint, which the contractor can submit to the Government. The Government may, after evaluation of proposals, conduct further oral or written discussion as appropriate, with all offerors whose proposals are within a competitive range. The Government also reserves the right to make no award.

(Referenced Attachments in Part III/ Section J)

ATTACHMENT 1:
Quality Assurance Surveillance Plan (QASP) UES Upgrade

1.0 Introduction

1.1 Background

An important mission of the Foreign Agricultural Service (FAS) of the U.S. Department of Agriculture (USDA) is to improve foreign market access for U.S. products. The FAS operates programs designed to build new markets and improve the competitive position of U.S. agriculture in the global marketplace. FAS bears the primary responsibility for USDA's overseas activities—market development, international trade agreements and negotiations, and the collection and analysis of statistics and market information. FAS also administers USDA's export credit guarantee and food aid programs and helps increase income and food availability in developing nations by mobilizing expertise for agriculturally led economic growth.

The data and information in the Unified Export Strategy (UES) system is vital to all FAS program areas. During the 10 years since its original deployment, the UES system has expanded in scope, functionality, and user base. It is the primary source of industry input used by FAS staff, by Senior Executives in all of the Agency's program areas, by the Administrator, and ultimately by the Under Secretary and Secretary in making key decisions for prioritizing and allocating funds and staff resources for the programs and initiatives.

In recent years, as advances in technology have overtaken the current system, the number and severity of UES shortcomings have grown. As a result, the USDA/FAS is in urgent need of upgrading the UES system to improve operational efficiency, planning and coordination, analysis of effectiveness, and performance measurement. FAS has, therefore, embarked on a program to upgrade the UES system, with the twin goals of maximizing improvements in system performance and utility to stakeholders while minimizing disruption to current users.

A Performance Work Statement (PWS) has been prepared to obtain the contracting services necessary to develop and document a design to upgrade the UES system and to complete system construction, user and system documentation, and deployment in the FAS production environment. This work will result in the design, development, test and deployment of a system to replace the current legacy UES.

In performance-based contracting efforts, the government defines the results it is seeking, rather than the process by which the results are to be attained. The government also identifies the standards against which performance is measured, and positive and/or negative incentives. The term "performance-based contracting" means that all aspects of an acquisition are structured around the purpose of the work to be performed. Contract requirements are set forth in clear, specific, and objective terms with measurable outcomes, as opposed to either the manner or by which the work is to be performed or broad and imprecise statements of work. [Source: FAR 2.101].

1.2 Purpose

One of the cornerstones in a performance-based contract is the Quality Assurance Surveillance Plan (QASP), a document that lists a set of criteria against which the success of a contracting effort will be measured. In general, each criterion specifies:

The customer's underlying goal or objective that is supported by the criterion, i.e., "what is the government customer trying to accomplish?"

An activity (or required service) the contractor will perform to meet the criterion. This answers the question: "what is the contractor going to do to help the government customer achieve the goal?"

A statement quantifying success in meeting the criterion, or "how will the government customer know when the contractor has met or failed to meet the goal?" and a description of how the government customer will monitor the contractor to determine whether the goal has been met.

A statement identifying the incentives the contractor will receive for helping the government customer meet or exceed the goal and the corresponding disincentives for not meeting the goal. Criteria for the QASP are selected on the following bases:

Importance—typically, the QASP only identifies measure of major importance to the program. This reduces the cost of measurement and helps the customer and contractor focus on the most critical factors of the program.

Objectivity—measures that can be audited and verified by independent parties, if necessary, can eliminate disagreements between the customer and the contractor as to whether or not a criterion has been achieved.

Attainability—realistic goals provide the contractor with greater incentive than goals that cannot possibly be met.

Simplicity—straightforward measures are typically less costly and easier to demonstrate. An overly complex measure may require a very expensive submission maintenance effort.

1.3 The Primary Methods of Surveillance

In general, cost-effective quality surveillance will involve a combinational use of the following methods:

100 Percent Survey. This is recommended for mission critical issues and issues related to actual system failures and incidents; otherwise, it is not cost-effective and is too stringent.

- **Random Sampling.** Appropriate for recurring tasks or productions requirements.
- **Periodic Inspection.** Use a pre-determined plan based on analyses of agency resources and requirements.
- **Customer Input.** Suitable for service-oriented tasks; use a standard form to document; results reports from User Acceptance Testing efforts.
- **Contractor Self-Reporting**. Monthly reports from the contractor that can detail problems encountered, risk reporting, bug reports, status reports, EVM, etc.

The specific applications of these surveillance methods to this UES Upgrade contract are described in the surveillance matrix included below as part of this QASP. Details of the performance measurement scoring are in the PWS, table 4.2.

1.4 Scope

The Scope of Performance (Performance Requirements) is specified in the Work Performance Statement (PWS, sections 2.3.4), and summarized in the Surveillance Matrix of this QASP (Table 1). Additional checklists that the government may use to check the quality of work products are included as appendices A through D.

2 Quality assurance surveillance matrix

2.1 Definition of Matrix Terms

The QASP elements contained in the surveillance matrix in Section 2.2 are defined as follows:

- Performance Objective—Statement summarizing an expected result of the contract. Multiple performance standards may apply to a single desired outcome. These sections align with the *Performance Work Statement (PWS) For UES Upgrade Development*.
- Required Service—one or more statements describing the service(s) required to be performed by the contractor for the government achievement of the objective. In the Surveillance Matrix table (Table 1), the "Required Services" column specifies the "Performance Requirements" for respective PWS sections.
- Acceptable Quality Level (AQL)—one or more concrete statements that identify the ideal result(s) and the minimum acceptable result(s) of the required service. The "Acceptable Quality Level" summarizes the AQL in the PWS (table 4.1).
- Surveillance Method—the manner by which the government will determine whether the AQL of performance has been achieved.
- Incentives for Meeting/Disincentives for not Meeting AQL—identifies any rewards the contractor will receive as a result of exceeding the performance standard, as well as any penalties the contractor will incur for failing to meet the AQL. ThePositive/Negatives summarizes the incentives/disincentives outlined in the PWS (table 4.2).

It is the objective of this contract to fulfill the specified requirements and ensure a quality product as measured by the surveillance methods specified.

2.2 Surveillance Matrix

Table 1.   Surveillance Matrix

Performance Objective	Required Service(s)	Acceptable Quality Level (AQL)	Monitoring Method	Positive/Negatives
PWS Phase 1 Discovery, Requirement Acceptance Project Planning and High-level System Design	Produce a Project plan that includes all the steps necessary for the upgrade with a complete WBS. Generate a System design that addresses UES Upgrade Requirements Baseline and is compatible with FAS Enterprise Architecture. Design documentation shall meet stated acceptance criteria for accuracy, completeness, and suitability for use in development activities with minimal risks.	Project plan has all required components, is accurate and grammatically correct and is delivered within schedule. Acceptable design documentation is delivered within schedule. Work Breakdown Structure (WBS) includes all steps necessary to complete the project, including dependencies between FAS and contractor activities and allows for rework based on FAS inspection.	100 Percent Survey: Review project plan and schedule for feasibility and accuracy. Check project plan completeness against checklist (Included in Appendix A). Review design documentation for compliance (completeness, correctness, timeliness, accuracy).	Govt. will withhold 3% for failing to meet the Acceptable Quality Level, Govt. will award 3% bonus for Excellent performance. Award for the next phase is part of the incentive.
PWS Phase 2 Migrate Database from Sybase to SQL Server with semantic layer reporting.	Successful cutover of Production to SQL Server and demonstrable ad-hoc reporting capability	Functionality is delivered within schedule. Accounting data is 100% accurate. Application data is 95% accurate.	Random Sampling, Contractor self reporting, customer input: Govt. will Review test results. Data Migration Plan will be reviewed against checklist (Included in Appendix B) Test Plan will be reviewed against checklist (Included in Appendix C).	Govt. will withhold 3% for failing to meet the Acceptable Quality Level, Govt. will award 3% bonus for Excellent performance. Award for the next phase is part of the incentive.

Performance Objective	Required Service(s)	Acceptable Quality Level (AQL)	Monitoring Method	Positive/Negatives
			UAT Results will be used for customer input. Govt. will review data migration verification results report. Review EVM reporting, bug reports.	
PWS Phase 3 Rewrite the front end in .NET	Successful cutover to .NET front end with advanced features and reporting integrated	Functionality is delivered within schedule. Software functions with standard appearance and behavior and without bugs.	Periodic Inspection, Random Sampling, Contractor self reporting, customer input: Govt. will Review test results. Govt. will test independently against checklist based on required functionality. UAT Results will be used for customer input. Review EVM reporting, bug reports.	Govt. will withhold 3% for failing to meet the Acceptable Quality Level, Govt. will award 3% bonus for Excellent performance. Award for the next phase is part of the incentive.
PWS Phase 4 Implement new enhancements with reporting	Implement an Upgraded UES system. Upgraded UES system shall be fully compatible with and integrated into the existing FAS LAN, servers, and software suite. Upgraded UES system shall meet the requirements. Documentation shall meet the stated acceptance criteria for accuracy, completeness and ease of use. Upgraded UES system shall allow representative users to successfully exercise the functionality described in the requirements.	Functionality is delivered within schedule. 100% compliance with existing FAS production environment, including security standards. 95% of requirements in UES Upgrade Requirements Baseline are met. 95% of the documentation provided meets the stated acceptance criteria.	Periodic Inspection, Random Sampling, Contractor self reporting, customer input: Review results of system Deployment Testing. UAT Results will be used for customer input. Functionality reviewed against Upgraded System Checklist (Included in Appendix D) Review EVM reporting, bug reports.	Govt. will withhold 3% for failing to meet the Acceptable Quality Level, Govt. will award 3% bonus for Excellent performance. Award for the Maintenance phase is part of the incentive.

Performance Objective	Required Service(s)	Acceptable Quality Level (AQL)	Monitoring Method	Positive/Negatives
PWS Phase 5 Project Closeout (of Development Phase)	Closeout the development phase and transition to maintenance. Project documents in order. Project configuration is stable. Project is in maintainable and enhanceable state. Successful transition to Steady State.	Closeout occurs within schedule. Documentation is accurate. Developers can maintain code.	Inspection, Contractor self reporting: FAS will configure the development environment as per the documentation and test. Document review by FAS. Govt. review of progress reports.	Govt. will withhold 3% for failing to meet the Acceptable Quality Level, Govt. will award 3% bonus for Excellent performance.
PWS Phase 6 Post-Upgrade UES System Maintenance	Maintain the system, implement enhancements, as needed, provide reporting support	Mods to the system are thoroughly planned, prototyped, tested and implemented. Users are assisted with creating ad-hoc reports, new reports are added to the system, as needed.	Customer input, random sampling: User satisfaction surveys. Govt. inspection of documentation artifacts and reporting results. Govt. review of progress reports.	Govt. will withhold 3% for failing to meet the Acceptable Quality Level, Govt. will award 3% bonus for Excellent performance.

2.3 Intentionally Blank

2.4 Appendix A - Project Management Plan Checklist
PRODUCT REVIEW FORM

PRODUCT TYPE: PROJECT MANAGEMENT PLAN	REVIEWER:
DATE:	REVIEW TIME:

Item	Review Criteria	Verified	
		Y	N
1	Does the Project Management Plan (PMP) clearly describe the scope of the work? Does the description demonstrate an understanding of the requirements specified in the Government's Performance Work Statement (PWS)?		
2	Does the PMP clearly describe how the scope will be managed?		
3	Does the PMP clearly describe how changes in scope will be integrated into the plan?		
4	Does the PMP address planning, tracking, and reporting progress and status for all tasks listed in the PWS?		
5	Does the PMP describe the project organization, identify key personnel, and specify project roles and responsibilities?		
6	Does the PMP include a technical approach section describing the methodology being applied to this project?		
7	Does the technical approach describe how the methodology will be applied to each task specified in the PWS?		
8	Does the PMP technical approach identify the formal reviews to be held during the project life cycle? Does the PMP describe the purpose of the review, the review participants, and the work product or deliverable being reviewed?		
9	Does the PMP identify the assumptions, constraints, and deviations, if any, on which the PMP depends? Does the technical approach reflect these? Were the assumptions, constraints, and/or deviations specifically accepted by the government?		
10	Does the PMP specify the dependencies between and among tasks[1]?		
11	Does the PMP identify project team members (by role or position) and their responsibilities for each task?		
12	Does the PMP specify the work products prepared in support of each task?		
13	Does the PMP describe the content and scope of each work product?		
14	Does the PMP specify the number of iterations or versions of each work product being prepared or the conditions under which an update would be triggered?		
15	Does the PMP specify the deliverables produced for each task?		
16	Does the PMP describe the content and scope of each deliverable?		
17	Does the PMP specify the number of iterations or versions of each deliverable being prepared or the conditions under which an update would be triggered?		
18	Does the list of deliverables match the list in the PWS? If not, is there an explanation for the deviation? Has the government accepted the deviation?		
19	Does the PMP address risk management, i.e., identify project risks, describe a mitigation strategy for each risk, describe how risks will be monitored, and how the effectiveness of the strategy will be assessed?		

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[1] Dependencies can include activities or milestones that must be completed, on the part of the contractor or the government, before other activities can begin.

Item	Review Criteria	Verified	
		Y	N
20	Does the PMP include a detailed Work Breakdown Structure (WBS) with the activities, dependencies, and output products described in the technical approach?		
21	Do the activities, dependencies, and output products match those described in the PMP technical approach?		
22	Does the PMP include a detailed project schedule, including milestones, QA/QC activities, dependencies, and assignment of responsibilities (government or contractor)?		
23	Does the detailed project schedule include weekly milestones against which progress and performance can be measured?		
24	Does the time line in the detailed project schedule agree with the deliverable dates and assumptions made about review times, etc made in the technical approach section of the PMP?		
25	Does the PMP describe how configuration control will be established and maintained throughout the project, including definition and management of design, test, and deployment baselines for hardware, software, data, database(s), and documentation?		
26	Does the PMP include a quality assurance plan including how, and when, quality will be measured and maintained throughout the project life cycle?		
27	Does the PMP defined performance metrics to be captured and reported?		
28	Are exhibits clear and unambiguous? Does the support text convey the same information?		
29	Does the PMP address subcontract management (if applicable)?		
30	Does the PMP describe the corrective action process, including the events or performance metric values that will trigger the process?		
31	Does the PMP describe stakeholder involvement and communication and coordination with the government, including how and when project status will be reported, approach to action item tracking, and how and when input from the stakeholders will be solicited?		
	VERIFICATION METRICS		

2.5 Appendix B – Data Migration Plan Checklist

Data Migration Plan Review Checklist

Item	Content Verification Review Criteria	Verified?		If "N", Please explain
		Y	N	
32	Does the Data Migration Plan clearly describe the extent of the migration effort?			
33	Does the Data Migration Plan include a description of the roles and responsibilities for the data migration?			
34	Does the Data Migration Plan include a list of assumptions related to the scope of the migration effort?			
35	Does the Data Migration Plan include the assumptions and constraints on which the plan is based?			
36	Does the Data Migration Plan include a description of the overall strategy and approach to migrating data from the legacy source(s)?			
37	Does the Data Migration Plan include specification of the activities necessary to prepare for and accomplish data migration?			
38	Does the Data Migration Plan include a schedule of when data migration-related activities are expected to take place within the context of the overall development and deployment effort?			
39	Does the Data Migration Plan identify the activities to be performed by the government and dependencies between these and the contractor activities?			
40	Does the Data Migration Plan describe the business owners' role in the migration effort?			
41	Are all graphics, tables, and terms either self-explanatory or explained to a level appropriate to the audience?			
42	Does the Data Migration Plan include a description of the data source(s) from which data will be migrated?			
43	Does the Data Migration Plan include a description of the hardware components needed to complete the migration?			
44	Does the Data Migration Plan include a description of the software needed to complete the migration?			
45	Does the Data Migration Plan identify the entities and attributes to be migrated from each source?			
46	Does the Data Migration Plan include a description of how the legacy data quality will be evaluated?			
47	Does the Data Migration Plan include a description of the error reconciliation process to be used?			
48	Does the Data Migration Plan include a description of the data transformation process to be used?			
49	Does the Data Migration Plan include a description of the constraints, e.g, loading sequence?			
50	Does the Data Migration Plan include a description of how the data migration procedures will be developed and verified?			

Ite m	Content Verification Review Criteria	Verified ?		If "N", Please explain
		Y	N	
51	Does the Data Migration Plan include a description of the how the data migration scripts will be developed and verified?			
52	Does the Data Migration Plan include a description of the workflow of the data migration scripts?			
53	Does the Data Migration Plan include a description of the test criteria that will be used for verification?			
54	Does the Data Migration Plan include a description of migration phases?			
55	Does the plan include checkpoints within the migration workflow?			
56	Does the Data Migration Plan include a description of the final (end-to-end) migration and how verification will be performed?			
	VERIFICATION METRICS			

2.6 Appendix C – Test Plan Checklist

System Test Plan checklist

Item	Content Verification Review Criteria	Verified? Y	Verified? N	Comments
57	Does the System Test Plan clearly describe the extent of the testing effort?			
58	Does the System Test Plan include a clear and complete description of the overall strategy and approach?			
59	Does the System Test Plan include the assumptions and constraints on which the plan is based?			
60	Does the System Test Plan identify the test cycles and system baselines?			
61	Does the System Test Plan include a clear and complete description of the roles and responsibilities of the contractor and government participants in each test cycle?			
62	Does the System Test Plan identify the activities to be performed by the government and dependencies between these and the contractor activities?			
63	Are all graphics, tables, and terms either self-explanatory or explained to a level appropriate to the audience?			
64	Does the System Test Plan describe how testing progress will be tracked? Does the plan describe how progress will be reported to FAS?			
65	Does the System Test Plan include a clear and complete schedule of the test cycles and activities?			
66	Does the System Test Plan include a clear and complete description of the test environment(s)?			
67	Does the System Test Plan include a clear and complete description of the test team(s)?			
68	Does the System Test Plan include a clear and complete description of the test procedure development?			
69	Does the System Test Plan include a clear and complete description of the test performance for each test cycle?			
70	Does the System Test Plan include a clear and complete description of how test incidents will be recorded, reported, prioritized, and resolved?			
71	Does the System Test Plan include a clear and complete description of the results reporting process to be used?			
72				
73				

2.7 Appendix D – Upgraded System Functional Checklist

Govt. Inspection Checklist
Review by:
Build:
Date:
File with additional information:

Elements of the UES Plan (Participant View)			
Element	User Action	Acceptable Y/N	Comments
Login	Log into the application, choose a participant if associated with more than one		
Participant Info	Fill out the information on each Participant Info tab, saving each tab as you go. Information will include profile, offices, contacts, bank information, affiliated organizations, personnel, industry info, and industry goals. "Goal Metrics" tab can be completed by cutting and pasting from a spreadsheet. Modify the Plan during the year.		
Commodity	Use the screen to add, delete, or change the products that will be promoted per the plan. For each promoted Commodity fill out basic information, domestic information, international information, data source and the metrics tab. "Metrics" tab can be completed by cutting and pasting from a spreadsheet. Modify the Plan during the year.		
Market Definitions	List all the Market Definitions for which funding for activities are being requested per the plan. A participant can define their own Market Definitions as necessary or select from FAS Standard. Single countries will need to have a Market Definition if they are used in the Plan. Changing the year will show data from a previous year. Modify the Plan during the year.		
Targeted Market	Make an association between every Market Definition and Commodity association		

	that will be addressed in the Plan. Enter plan data associated with the Targeted Market, including basic information, the market assessment, the long term strategy the past performance text and the export goals metrics. "Export Metrics" tab can be completed by cutting and pasting from a spreadsheet. Targeted markets in list will match the treeview targeted markets. Changing the year will show data from a previous year. Modify the Plan during the year.		
Constraint Definitions	Enter the high level constraint information for each kind of constraint the plan will address. Enter an opportunity. Modify the Plan during the year.		
Constraints	Enter the specific constraints that will be addressed in the plan; this consists of associating Constraint Definitions with specific Targeted Markets. Follow up assessment "Evaluation and Findings" data needs to be entered after implementation of the plan. Changing the year will show data from a previous year. Modify the Plan during the year.		
Performance Measures Definitions	Assign high level performance measures definitions to the constraint definitions where they will apply. Modify the Plan during the year.		
Performance Measures Specific	Assign a Performance Measure Definition to a constraint, enter baseline and goal values. After completion of activites, return and enter actual values. Modify the Plan during the year.		
Activity Definition	Fill out high level descriptions for each type of activity that will be carried out in the plan. Modify the Plan during the year.		
Activity	Indicate the funding program, the request amount and a		

	unique activity code identifier that will be used to claim reimbursements. Fill in other activity information as necessary. Set the budget and see it reflected in the accounting system. EMP, QSP and TASC activities need to be associated with a Proposal. EMP and TASC require budget line items. Changing the year will show data from a previous year. Modify the Plan during the year.		
Events	Event information can be associated with any activity. After a "Branded" type activity has been approved the branded child activity information (with child activity code identifier, child activity sub-budget and associated Company will be entered as events. See approved child budgets reflected in the accounting system. Modify the Plan during the year.		
Branded Company	Enter a new branded company		
Administrative Costs	Indicate the funding program, the request amount and a unique activity code identifier that will be used to claim reimbursements. Fill in other admin activity information, such as incumbent data, as necessary. Approve a budget and see it reflected in the accounting system. Changing the year will show data from a previous year. Modify the Plan during the year.		
Accounts	See your allocation numbers by program. If applying for MAP funds enter the plan start date and the plan end date.		
Contingent Liability	Use this screen to enter all contingent obligations which would be due if your overseas offices were to close on the last day of the marketing year (FMD applicants only). Changing the year will show data from a previous year. Modify the Plan during the		

	year.		
Worldwide Personnel	Use this screen to enter the number of U.S. citizens employed by your organization overseas, the number of those U.S. citizens tallied previously whose salaries are paid in whole or in part with FMD funds, and the total dollar amount of overseas U.S. citizen salaries and allowances paid with FMD funds (FMD applicants only). Changing the year will show data from a previous year. Modify the Plan during the year.		
EMP Proposal	First enter the Commodity, Targeted Market and Constraint data. Then enter the proposal information. Enter the related activity information. Modify the Plan during the year.		
QSP Proposal	First enter the Commodity, Targeted Market and Constraint data. Then enter the proposal information. Enter the related activity information. Modify the Plan during the year.		
TASC Proposal	First enter the Commodity, Targeted Market and Constraint data. Then enter the proposal information. Enter the related activity information. Modify the Plan during the year.		
Submit the Plan	Change the plan status to submitted		
View Grants.gov Submission information	See record of what has been submitted to grants.gov Click on a link to grants.gov		
Promised Contributions	Enter the promised contribution amount for each program – follow up with the actual contributions at the end of the cycle. Promised Contributions can be entered either as dollars or percent (preferred).		
See an historical Plan	Change the year on the home page and see plan data for that year. Be able to differentiate between 'living document' data in the plan and 'snapshot' of the submission.		

Supplements to the Plan	**Supplements to the Plan**		
Help	From any screen click the HELP link. Search the help. See guidance for development strategic and tactical plan. Guidance for generating a UES plan report. Guidance for submission to grants.gov New release information. Info on pre-defined reports Info on contents of the Plan		
Alerts			
Branded Company Information	Enter, view or edit branded company data		
Change	Use this feature to document changes to the plan		
Attachments	Upload the file. Access a saved file.		
ISO	Enter ISO information, including key issues and strategic priorities		
Trip Reports	Make the association between an activity and a trip report. Enter trip report information.		
Forums	Enter a new discussion thread or comment on an existing thread on the Participant or System Forum		
Calendar	Enter date and location data. Update the calendar entry.		
Post Notification	Enter the post notification and Submit		
CPR	Enter CPR information for each Targeted Market		
Application Notes	Enter a note		
Reimbursements	**Reimbursements**		
Expense Claims	Create an Expense Claim with associated line items that include the activity, cost category, country and amount information.		
Advance Requests	Create an Expense Claim with no line items (non EMP) and an advance amount, or for EMP indicate that the claim is an advance and provide line items.		
Actuals			
EMP Report	Enter the quarterly progress or the final report data at the activity level. Approval of the EMP Final Report will release the final 15% of approved funding. Attempt to process a claim that tries to claim the		

	entire amount before the final report has been approved will fail.		
Performance Measures actuals	Return to specific performance measures from previous application and enter 'actual' numbers. Set 'Met' indication on performance measures, where appropriate		
Contributions	Enter participant and Industry contribution information for each program for which it is required (MAP, FMD)		
Reports			
Ad-Hoc reports	Build the report as needed. Search the plan by country. Search the plan by commodity. Save report in excel. See print preview of report. Easy generation of contribution reports, funding reports, performance measure reports, financial summary reports, claim history reports, Branded company reports, activity summary reports, evaluation results reports, CPR reports		
Pre-defined reports	Select the desired report, enter any necessary parameters: Sufficiency Check Report Branded Company report Program Ceiling Report Allocation Balance Carryover Report UES Application Report Activity Plan Approval Report Contribution Detail Report		
Elements of the UES Plan (PPS (MOS) Mgmt View)			
Element	User Action		
The Strategic Plan	View the plan. Change the year and view an historical plan.		
Accounts	Maintain account data associated with each program participant.		
Allocation	Enter the announcement and adjust. Make allocations by program to participants. Adjust the allocation. Adjust the ceiling.		
Activity	Change Activity Status from approved to intermitted or complete.		
Pay Claims	Approve the Claim (all		

	programs), print out the supporting SF1166. Make sure DSC number prints sequentially and is saved in the database. Reprint the SF1166 using an input DSC number. Appropriate balance in accounting system (advance or participant funds is drawn down or repaid) EMP final report approval restriction (15%) is maintained. Enter Claim comments. Approve advance request.		
Branded Company	Update Branded Company info (status, comments)		
Alerts	Receive alert when TASC proposal changes from Draft to Submitted		
Formula	Run "formula backsheet" stored procedures		
Forums	Enter a new discussion thread or comment on an existing thread on Forum		
Post information	Read all Post information.		
Calendar	Enter date and location data. Update the calendar entry.		
Reports			
Ad-Hoc reports	Build the report as needed. Accurately report on the plan contents for current and previous years. Save report in excel. See print preview of report. Easy generation of contribution reports, funding reports, performance measure reports, financial summary reports, claim history reports, Branded company reports, activity summary reports, evaluation results reports, CPR reports		
Pre-defined reports	Select the desired report, enter any necessary parameters: Sufficiency Check Report Branded Company report Part Report Program Ceiling Report Allocation Balance CCC Reconciliation Carryover Report UES Application Report Activity Plan Approval Report Country Summary Report Contribution Detail Report		

Elements of the UES Plan (OTP View)	Elements of the UES Plan (OTP View)		
Element	User Action		
Change Response	Enter response date and change status.		
The Strategic Plan	View the plan. Change the year and view an historical plan.		
Activity	Change activity status from submitted to approved or approved to intermitted or complete		
Targeted Market Division Assessment	Enter the assessment/Comments		
Constraint Division Assessment	Enter relevant comments		
ISO	Change ISO status to reviewed		
Evaluation Elements	Enter evaluation information: Division UES review factor, GBI factor, ISI factor, CPR factor Update division UES Review Information (change from draft to submitted to locked) Enter ISI Score Sheet information, reviewer comments Enter basic CPR information (review date, success story, lessons learned) Change CPR status from submitted to reviewed and Met or Not Met Update QSP evaluation information (Project, Limit, Priority)		
Branded Company	Update status and comments		
Alerts	Receive post alerts		
Financial Information	Read participant financial information (own division) or, with permission, other division		
Post information	Read Post information		
EMP, TASC, or QSP Proposals	Change status from submitted to reviewed and remitted, or Reviewed and Approved or to Intermitted or complete		
Forums	Enter a new discussion thread or comment on an existing thread on Forum		
Calendar	Enter date and location data. Update the calendar entry.		
Reports			
Ad-Hoc reports	Build the report as needed. Save report in excel. See print preview of report. Easy generation of		

	contribution reports, funding reports, performance measure reports, financial summary reports, claim history reports, Branded company reports, activity summary reports, evaluation results reports, CPR reports.		
Pre-defined reports	Select the desired report, enter any necessary parameters Sufficiency Check Report Branded Company report Part Report Program Ceiling Report Allocation Balance Carryover Report UES Application Report Activity Plan Approval Report Country Summary Report Contribution Detail Report		
Elements of the UES Plan (Post View)	**Elements of the UES Plan (Post View)**		
Element	User Action		
The Strategic Plan	View the plan. Change the year and view an historical plan. Extract plan data that is relevant to the Post		
Targeted Market Post Assessment	Enter the assessment/Comments for Targeted Markets within the Post's area of responsibility		
Constraint Post Assessment	Enter relevant comments for constraints occurring within the Post's area of responsibility		
Overseas Post Information	Enter/update Overseas Post Information (name, phone, email, URL)		
Forums	Enter a new discussion thread or comment on an existing thread on Forum		
Calendar	Enter date and location data. Update the calendar entry.		
Reply to Post Notification	Change the status of the Post Notification to "Post Acknowledgement" or "Post Cautions". Enter/Update travel post reply		
Reports			
Ad-Hoc reports	Build the report as needed. Save report in excel. See print preview of report.		
Pre-defined reports	Select the desired report, enter any necessary parameters Branded Company report Part Report		

	Program Ceiling Report Allocation Balance Carryover Report UES Application Report Activity Plan Approval Report Country Summary Report Contribution Detail Report		
System Administrator			
Element	**User Action**		
User information	Add or edit user information for UES system, control access to reporting tool. Add a new user to the system. Add a new participant to the system. Ban a user.		
Reference tables	Maintain the reference tables		
Overseas Post Information	Enter/Update overseas Post information		
Program Information	Enter/update program information		
Participant Status	Maintain Participant Status		
Agency Org info	Enter/update agency org info		
Program information	Maintain the annual data. Enter year related data for a new year (new cost category, year, etc.)		

Attachment 3 – GLOSSARY OF TERMS

Glossary: Definitions

Acceptable Quality Level (AQL): The variance from a performance standard that a contractor is allowed, before the Government rejects its services or commodities. Generally speaking, a contractor will be given an opportunity to correct non-conforming services if it can be accomplished within the required delivery schedule.

Acceptance Sampling: A form of sampling used to determine a course of action. A procedure that gives a specified risk of accepting lots of given quality.

Activity: Another name for a work process. (An activity uses inputs and generates outputs.)

AQL: See Acceptable Quality Level.

Attribute: The property a unit has of being either bad or good. That is, the quality characteristic of a unit is either within the specified requirements or it is not.

Attribute Sampling: A form of acceptance sampling that grades a service as defective or non-defective.

Best Value: The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. (FAR Part 2.101)

Contract: A term used to describe a variety of agreements or orders for the procurement of supplies or services. An agreement, enforceable by law, between two or more competent parties, to do or not to do something, which is not prohibited by law, for a legal consideration.

Contract Administration: That stage of the contracting cycle in which the contracting officer insures that the total contract is being followed, makes necessary changes to the contract, and insures progress toward contract completion.

Contract Modification: Any unilateral or bilateral written alterations in the specification, delivery point, rate of delivery, contract period, price quantity, or other clause of an existing contract, accomplished in accordance with a contract clause (e.g., change order, notice of termination, supplemental agreement, exercise of a contract option, and so forth).

Contract Types: Refers to specific pricing arrangements employed for the performance of work under contract. Specific pricing (or compensation) arrangements, expressed as contract types, include firm-fixed price, fixed price incentive, cost plus fixed fee, cost plus incentive fee, cost plus award fee, and several others. Among special arrangements that use fixed-price or cost reimbursement pricing provisions are instruments called indefinite delivery contracts, basic ordering agreements, letter contracts and others.

Contracting Officer (CO): Any person who, either by virtue of position or by appointment in accordance with prescribed regulations, is vested with the authority to enter into and administer contracts and make determinations and findings with respect thereto, or with any part of such authority.

Contracting Officer's Representative (COR): A Federal employee to whom a contracting officer has delegated limited authority in writing to make specified contract-related decisions. Also referred to as Contracting Officer's Technical Representative (COTR).

Contractor's Quality Control Plan: The methodology put into place by a contractor to monitor or control the performance of services, in order to meet PWS requirements.

Contract Specialist: The person responsible for administering the day-to-day business aspects of the contract, including non-technical contract monitoring and preparing modifications, such as:
       1) changes in the Statement of Work;
       2) changes in delivery schedules;
       3) extend or modify the period of performance; or
       4) otherwise change any terms or conditions in the contract. This individual reviews invoices to assure that all costs are being billed in accordance with the terms of the contract and indirect rate agreement.

COR/COTR: See Project Officer.

Cost Realism: The costs in an offeror's proposal: (1) are realistic for the work to be performed; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the offeror's technical proposal. (FAR 15.801)

Customer Complaints: This is the least preferred method of surveillance because it cannot be used as a basis of deduction from payment since it is not a statistically valid method of surveillance. Further, customer complaints may not always relate to actual requirements of the contract, and verification of customer complaints can be extremely labor intensive. Its use, however, may be necessary for certain types of tasks that do not lend themselves to random sampling or 100-percent inspection. The contracting officer may use validated customer complaints as the basis for actions (other than payment deductions) against the contractor. In such cases, the Inspection of Services clause becomes the basis for the contracting officer's actions.

Deduction: The contract clause, Inspection of Services, provides a means to reduce payment to the contractor for services not satisfactorily performed by the contractor. In short, if the Government does not receive the service, it does not pay the contractor. The procedure for withholding payments to a contractor is referred to as "deduction." To legally make a deduction from a contractor payment, the amount deducted must correlate to the price of the service not performed; it may not be an arbitrary figure. Thus, it is necessary to determine what percentage of the total cost of a contract each service performed under that contract represents.

Defect: Any nonconformance with requirements specified in the contract.

Error Rate: The frequency at which defective service occurs.

Evaluation Analysis: The third phase of Requirements Analysis in which the Government's quality assurance surveillance methods are determined.

FAS: The meaning in this acquisition will mean Foreign Agricultural Service

Firm-Fixed-Price Contract: Provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties. (FAR 16.202-1)

FSA: The Farm Service Agency (FSA).

FSA/AMD: Services and commodities are purchased by the FSA, Acquisition Management Division (FSA/AMD). (Our parent agency is the FSA.)

Incentive: Stated rewards and/or consequences that may be employed to motivate a contractor to achieve higher levels of performance under a given contract; can be monetary or non-monetary; can be based on schedule, management, or cost. An incentive may be positive or negative.

Indifference Quality Level (IQL): The point that divides acceptable from unacceptable performance.

Indirect Cost: Any cost not directly identified with a single final cost objective but identified with two or more final cost objectives or with at least one intermediate cost objective. Also, referred to as overhead or burden.

Indicator: An indicator is an essential characteristic of acceptable performance.

Input: Anything put into a system or process or expended in its operation to achieve a result or output.

Inspection of Services Clause: All service contracts, as outlined in FAR Subpart 46.3, contain a requirement, in the Inspection of Services contract clause, that the contractor provide and maintain an inspection system acceptable to the government. This is commonly referred to as the contractor's quality control (QC) plan. The contractor must keep records of his or her quality control inspections under this system throughout the life of the contract. The Quality Assurance Evaluator (QAE) must also keep records of any inspections of the contractor's
quality control procedures, including QC records, for the life of the contract.

Integrated Project Team: Referred to as an IPT, an integrated project team is a multi-disciplinary team lead by a program manager responsible and accountable for planning, budgeting, procurement and life-cycle management of the investment to achieve its cost, schedule and performance goals. Team skills include: budgetary, financial, capital planning, procurement, user, program, value management, earned value management, and other staff as appropriate. (OMB Circular A-11 2003)

IPT: See Integrated Project Team.

Job Analysis: The act of looking at a job as it is being done in-house or a contractor to determine what actually results. Job analysis looks at organization, workload, performance values, and resources.

Lot: A collection of service outputs from which a sample is to be drawn and inspected to determine conformance with the standard.

Lot Size: The number of service outputs in a lot.

Non-Research and Development Requirements: Those needs for services to be acquired from non-governmental sources by contract. These requirements support or improve agency policy development,

improve skills, assist in decision-making, management, and administration or support or improve the operation of management systems. These requirements include areas such as: advisory and assistance services; information technology functions; engineering studies; clinical medicine; and training.

One Hundred Percent Inspection: This surveillance type is preferred for those tasks that occur infrequently. This includes tasks that cannot be random sampled because the sample size for a small lot may exceed the lot size. It is also used frequently for those tasks having very stringent performance requirements. When this type surveillance is used, the QAE must inspect and evaluate the contractor's performance each time it is performed. The results of the contractor's overall performance is then evaluated to determine acceptability of the lot.

Option: The right of the Contracting Officer to exercise, or not exercise, a pre-negotiated contract line item within an acquisition in the accordance with the best interests of the government, whether it is of a technical nature or a funding issue. Options do not have to be exercised on the behalf of the government.

Output: The amount of something produced by a system or process during a given span of time.

Partnering: Partnering is a technique for preventing disputes from occurring. Under this concept, the agency and contractor, perhaps along with a facilitator, meet after contract award to discuss their mutual expectations. The parties mutually develop performance goals, identify potential sources of conflict, and establish cooperative ways to resolve any problems that may arise during contract performance.

PBC: See Performance-Based Contracting.

PBSA: Acronym for Performance-Based Services Acquisition. See Performance-Based-Contracting (PBC).

PBSC: See Performance-Based Contracting.

Percent of Sample Found Defective: Determined by dividing the number of defects by the sample size when the reject number has been equaled or exceeded. The resulting number is used to make an equitable deduction from the contract price for non-performance by the contractor.

Performance Analysis: The second phase of Requirements Analysis in which indicators, standards and the Acceptable Quality Level (AQL) for key tasks are identified.

Performance-Based: Being associated with outcome rather than with process.

Performance-Based Contracting (PBC): Structuring all aspects of an acquisition around the purpose of the work to be performed as opposed to either the manner by which the work is to be performed or broad and imprecise statements of work. May also be referred to as Performance-Based Service Contracting (PBSC).

Performance-Based Services Acquisition (PBSA): An acquisition field term for Performance-Based-Contracting (PBC).

Performance Indicator: A characteristic of an output that can be measured. It can measure quantity as well as quality. By using a performance indicator and its associated standard, it is possible to determine if a process is producing a quality output.

Performance Requirement: The point that divides acceptable and unacceptable performance of a task according to the Performance Requirements Summary (PRS) and the Inspection of Service Clause. It is the number of defectives or maximum defective in the lot that is deemed acceptable. Any further defectives will require the Government to effect the price computation system.

Performance Requirements: The results the contractor is required to achieve.

Performance Requirements Summary (PRS): A document that contains information about: the key services that a contractor is required to perform; standards to enable the government to test the quality of a contractor's performance; and surveillance methods to be used.

Performance Standard(s): A defined level of performance against which the quality of contracted services can be measured.

Performance Work Statement (PWS): Section C of the request for proposals and of the contract; includes any description or specifications needed in addition to Section B. Defines requirements in clear, concise language identifying specific work to be accomplished. To the maximum extent practicable the statement of work will 1) Describe the work in terms of "what" is to be the required output rather than "how" the work is to be accomplished or the number of hours to be provided; 2) enable assessment of work performance against measurable performance standards; 3) rely on the use of measurable performance standards and financial incentives in a competitive environment to encourage competitors to develop and institute innovative and cost-effective methods of performing the work; and 4) avoid combining requirements into a single acquisition that is too broad for the agency or a prospective contractor to manage effectively.

Periodic Surveillance: This type of surveillance consists of the evaluation of samples selected on other than a 100% or statistically random basis. An example of periodic surveillance is weekly inspections when the QAE chooses the location and time in other than a statistically random manner. This is **not** a preferred method of surveillance and cannot be used as a basis of deduction from payments because it does not provide a statistical basis for deducting for nonconforming performance. Tasks shown on the PRS as having periodic surveillance will have no maximum payment percentage calculation in the fifth column of the PRS. The contracting officer may use the results of periodic surveillance inspections as the basis for actions (other than payment deductions) against the contractor. In such cases, the Inspection of Services clause becomes the basis for the contracting officer's actions.

Price: Cost plus any fee or profit applicable to the contract type.

Profit: Generally characterized as the basic motive of business enterprise. In contract pricing, profit represents the projected or known monetary excess realized by a producer or performer after the deduction of cost (both direct and indirect) incurred or to be incurred in the performance of a job, task or series of the same.

Progress Payment: A payment made as work progresses under a contract on the basis of percentage of completion accomplished, or for work performed at a particular stage of completion.

Project Officer: The person responsible for the technical direction of the contract, including: 1) monitoring technical progress, including surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements: 2) interpreting the statement of work and any other technical performance requirements; 3) performing technical evaluation as required; 4) performing technical inspections and acceptances required by this contract; and, 5) assisting in the resolution of technical problems encountered during performance.

PRS: See Performance Requirements Summary.

PWS: See Performance Work Statement.

QA: See Quality Assurance.

Qualitative Performance Standards: A standard which measures quality.

Quality Assurance: Those actions taken by the government to check goods or services to determine that they meet the requirements of the SOW.

Quality Assurance Evaluator (QAE): A functionally qualified person who performs quality assurance functions for a contracted service.

Quality Assurance Plan (QAP): A detailed plan setting forth the process that will be used to measure contractor performance; defines what the agency must do to ensure that the contractor has performed in accordance with the PWS performance standards. May also be referred to a Quality Assurance Surveillance Plan.

Quality Assurance Surveillance Plan (QASP): This plan measures performance against standards in the Performance Work Statement. A good QASP should include a surveillance schedule and clearly state the surveillance method(s) to be used. The QASP also establishes how resources will be used to ensure that the government receives what it is paying for. Development of the QASP also allows the government to clearly define the amount of contract administration resources needed. The detail regarding a particular task should be commensurate with the importance of the task. The QASP should focus on the quality, quantity, and timeliness, etc., of the performance outputs to be delivered by the contractor, and not on the steps required or procedures used to provide the product or service. May also be referred to as a Quality Assurance Plan (QAP).

Quantitative Performance Standards: A standard which measures quantity.

QAP: See Quality Assurance Plan.

QASP: See Quality Assurance Surveillance Plan.

QC: See Quality Control.

Random Number Table: A table of numbers arranged in a random fashion. A table used to make random samples.

Random Sample: A sampling method whereby each service output in a lot has an equal chance of being selected.

Random Sampling: A method of looking at a few individual items in a lot to determine the quality of that lot against a standard.

Recurring Services: Services that are required regularly and/or repeatedly.

Research and Development: Encompasses research directed toward either increasing basic scientific knowledge or realizing the potential of scientific discoveries; and the systematic development of scientific knowledge to meet specific performance requirements.

Result: An intended, measurable change (of a condition, an outcome, or a product of a process); needs to be thought of in terms of an end state (for example, established) rather than as a process (for example, to establish).

Risk: An assumption of possible monetary loss or gain in light of the job or work to be done. One of the elements to be considered in the negotiation of a fair and reasonable price, as well as in determining the type of contract under which performance will occur.

Sample: A sample consists of one or more service outputs drawn from a lot, the outputs being chosen at random.
Sampling: A method of obtaining statistics from a large body of data without resorting to a complete census. Two broad methods of selecting samples are probability sampling (in which sample units are selected according to the law of chance) and non-probability sampling (in which personal choice, expert judgment, or some other non-probabilistic rationale is used to select sample units).

Sampling Guide: The part of the surveillance plan which contains all the information needed to perform a random sample.

Sampling Method: The actual means of evaluating a contractor's performance.

Sampling Plan: A plan which indicates the AQL, the number of units from each lot which are to be inspected (sample size) and the criteria for determining the acceptability of the lot (acceptance and rejection numbers)

Service: A job performed to the standard and with the acceptable quality level. The contractor must do the specific job, and meet the standard, and meet the acceptable quality level before one can say that performance has been acceptable and that he/she should be paid.

Services: The performance of identifiable tasks rather than the delivery of an end item of supply; includes tasks that are delivered under contract where the primary purpose of the contract is to provide supplies.

SOO: See Statement of Objectives.

SOW: See Statement of Work.

Statement of Objectives: Also known as SOO, this is an alternative approach to the Performance Work Statement (PWS). According to guidance provided in OFPP's Performance-Based Service Acquisition July 2003, a Statement of Objectives is a summary of key agency goals, outcomes or both that is incorporated into performance-based service acquisitions in order that competitors may propose their solutions including a technical approach, performance standards and a quality assurance surveillance plan based upon commercial business practices.

Statement of Work: A document that describes accurately the essential and technical requirements for items, materials, or services including the standards used determine whether the requirements have been met. In Performance-Based Contracting the SOW is referred to as a Performance Work Statement (PWS) to reflect the emphasis on measuring performance.

Surveillance: A function of contract administration used to determine contractor progress and to identify any factors that may delay performance. Involves government review and analysis of (1) contractor performance plans, schedules, controls, and industrial processes and (2) the contractor's actual performance under them. ([FAR 42.11. 01](#))

Surveillance Plan: See [Quality Assurance Surveillance Plan (QASP)](#).

Task: A statement of desired results for a contract work statement requirement.

Task Value: Task value is calculated with criticality as the most important criteria followed by the cost or lost
value of nonperformance of the task.

Tree Diagram: A visual representation of the major functions performed by a system which shows logical parts and subparts.

Uniform Contract Format (UCF): A standard format that the Federal Government uses to facilitate preparation of solicitations and contracts.

USDA: United States Department of Agriculture

UUESS or UESS: Upgrade For Unified Export Strategy Systems

Work: A series of actions, changes, or functions that bring about an end result.

Work Analysis: The first phase of Requirements Analysis in which work is broken down into input, work and output.

Unified Export Strategy System Upgrade
Past Performance Assessment

The Foreign Agricultural Service of the United States Department of Agriculture is conducting a source selection to award a contract for the upgrade of the Unified Export Strategy System. An Offeror has identified you as a reference to provide past or recent performance information about a specific contract. Please complete the enclosed questionnaire electronically to the Contracting Officer, and return no later than **April 25, 2008**, to the e-mail address below. Thank you for your assistance.

USDA Contracting Officer / Ms. Joyce Bowie at the email address below:
(Joyce.Bowie@wdc.USDA.gov / 202-720-7335/ phone)

PAST PERFORMANCE QUESTIONNAIRE

(Do not return this questionnaire to the contractor)

Please provide the information requested below. Rows will expand to accept all information typed. If you have any questions, please contact the Contracting Officer.

NOTE: **For any adverse ratings, FAR 15.306 requires that contractors be allowed to comment on the adverse rating. Therefore, <u>detailed</u> information to support the rating is REQUIRED (e.g., The rater should explain the events that took place and explain why corrective action did not resolve the problem). Please do not <u>adversely rate the contractor if the Government was at fault.</u>**

1. Contract Information

1.1 Contractor's Name	
1.2 Agency/Client Name	
1.3 Agency/Client Address	
1.4 Agency/Client Phone	
1.5 Agency/Client Program Manager Name and Contact Information (phone and e-mail)	Name: Phone: E-mail
1.6 Program Name	
1.7 Type of Contract	
1.8 Contract Number	
1.9 Period of Performance	
1.10 Contract Status – Active or Complete	
1.11 Is evaluation based on contractor performance as a prime or as a subcontractor?	
1.12 Program Description – please describe the system, include the benefits,and rate the complexity of the system	

2. Technical

	Rating	Explanation
2.1 How would you rate the contractor's ability to design and implement a solution to solve the business problem, meet all functional requirements and be flexible enough to support future needs?		

3.6 How would you rate the contractor's ability to ensure sufficient resources were available to perform the scheduled work?		
3.7 How would you rate the contractor's ability to communicate internally between management and staff?		
3.8 Was there evidence of key personnel recruitment and retention incentives?		
3.9 How would you rate the contractor's ability to control and manage costs?		
3.10 Were billings accurate, complete and on time?		

4. Quality

	Rating	Explanation
4.1 How would you rate the contractor's ability to deliver products and services that meet the agreed to standards for quality?		
4.2 Hou would you rate the contractors' Quality Assurance Plan and the contractors' adherence to it?		
4.3 How would you rate the contractor's ability to identify and resolve problems?		

5. Customer Satisfaction

	Rating	Explanation
5.1 How would you rate the contractor's ability to provide a high level of communication, customer service and satisfaction?		
5.2 Did the contractor demonstrate a business-like concern for customer interests?		
5.3 How well did the contractor's employees and subcontractors conduct themselves in a professional and business-like manner?		

6. General

	Explanation
6.1 What were the contractor's strengths?	
6.2 What were the contractor's weaknesses?	

	Explanation
6.3 Did the contractor's solution allow the program to achieve the estimated benefits? Does the system still support its intended purpose and provide the expected benefits?	
6.4 How well did the contractor live up to what was in the original work proposal?	
6.5 If you had the opportunity would you use this contractor again? If so, what would you change about how you managed them?	