

**SECTION B
SUPPLIES/SERVICES AND PRICES**

B.1 General

- (a) The contractor shall provide service in accordance with Section C, Statement of Work for Financial and Performance Reporting Assistance.
- (b) The contract term is from the date of award to 6 months thereafter.
- (c) This is a T&M Labor Hour Purchase Order type contract for services.

B.2 Pricing

- (a) The labor hour rate is a fixed unit price that includes all labor costs necessary to provide the services required in the Statement of Work.

Base Period

ITEM	DESCRIPTION	NTE	UNIT	UNIT PRICE
0001	_____ Services	744	Hour	_____

SECTION C

DESCRIPTION/SPECIFICATIONS / STATEMENT OF WORK

Work Statement

A. Introduction

The President and Congress created the Millennium Challenge Corporation (MCC) to administer the Millennium Challenge Account as a Federal government corporation, under Title VI of the Foreign Operations, Export Financing, and Related Programs Appropriations Act of 2004. MCC's work is based on the principle that greater contributions from developed countries should be linked to greater responsibility from developing countries. MCC extends development assistance to those countries that rule justly, invest in their people, and encourage economic freedom.

As a Federal organization, MCC was established to support innovative strategies, to ensure accountability for measurable results, and to make maximum use of flexible authorities to optimize efficiency in contracting, program implementation, and personnel. To ensure proper stewardship, accountability, and operational effectiveness, it is essential that MCC managers have available to them timely, pertinent financial and programmatic information upon which to base management decisions. Having such information available to all corporate managerial levels is critical for managers to plan and budget efficiently and to monitor and evaluate performance. Similarly, MCC must be able to account for expenditures and results with a high degree of accuracy in a timely manner in accordance with applicable Federal accounting and other reporting requirements. Effective internal management is dependent upon MCC executives having access to current financial and program information at a level of detail consistent with their positions.

Federal financial systems operate in a dynamic, rapidly changing environment. New system requirements come from a variety of sources, including the Office of Management and Budget (OMB), the Department of the Treasury, the Federal Accounting Standards Advisory Board (FASAB), Congress, as well as others. MCC is a small agency created after the enactment of the Chief Financial Officer's Act (CFO Act) and the Government Performance and Results Act (GPRA). While MCC is not considered a CFO Act agency, MCC manages for results and has adopted the accountability principles embodied in these two pieces of legislation.

MCC recognizes that Federal financial management systems need to collect, process, and make available an increasing amount of financial information. In addition, this information must be combined with programmatic data to report results and support corporate decision-making. As Federal financial management needs continue to grow and evolve, MCC recognizes a need for flexible systems that meet managers' and other decision-makers' information needs quickly and cost effectively.

B. Purpose

MCC intends to develop, maintain, and routinely generate various financial and performance reports using existing financial management systems as well as future data warehouse and reporting tools. MCC seeks to provide its managers the necessary information tools and reports that will allow managers to make reliable financial and operational decisions based on timely, accurate reports. Such reporting capabilities are to be developed and implemented using MCC's current core financial management system (Oracle Federal Financials as configured and implemented by the Department of Interior's National Business Center (NBC), and all related program and/or "feeder" systems) and future data warehouse and reporting tools (Business Intelligence and Data Store (BIDS) and the SQL Server Reporting Services (SSRS), currently being developed by Booz Allen

Hamilton). Therefore, MCC is seeking consulting services to directly assist in identifying information needs and associated reports, working cooperatively with NBC and BAH to design, configure, and test resulting reports, and place into production such reports, using current systems including the Discoverer reporting software and SSRS. Additionally, during the interim phase of development of BIDS, it will be necessary to maintain currently developed access databases as well as to develop new access databases and reports to integrate financial and performance data.

The desired financial management and performance reports will cover various management categories, including (but not limited to):

- Budget execution and performance,
- Payroll and related benefits,
- Cost-allocations to MCA compacts and related functions,
- Financial balances and analyses,
- Financial performance measures,
- Performance Indicator and Process Milestones,
- Conditions Precedent,
- Procurement Performance Data,
- Budget and Performance reporting, and
- Ad hoc reports and queries.

All financial and financially-related reports will utilize the Corporation's core financial system and will be consistent with, and reconcilable to, financial data within the system. All integrated reporting will be developed through BIDS and tie to the approved data stored within the system.

Since MCC requires integrated access to information across different business processes, sites, and programs with a single point of input for required information, the consultant will also be expected to provide suggestions and insights to MCC management on improving the Corporation's financial management and data storage systems and resulting reporting infrastructure.

C. Objective

MCC wishes to engage expert consulting services for the development and maintenance of required financial and programmatic reports. The Contractor shall work interactively with MCC's Department of Administration and Finance, Division of Finance, NBC, and BAH. Input will be gathered from all organizational components, including managing directors and senior-level policy officials, to identify and document financial and financially-related reporting requirements. The Contractor will assimilate the requirements and conduct "fit/gap" analyses to ascertain those requirements that can be fulfilled (i.e. "fits") by the systems and those that cannot (i.e. "gaps"). The Contractor will work with the Division of Finance and other offices as appropriate to prioritize the reports to be developed (and related requirements to be satisfied). The Contractor will also provide advice and suggestions regarding the most effective means for satisfying (i.e. "closing") "gaps." The Contractor will also identify and reconcile any inconsistencies between related data maintained in the Corporation's systems (such as differences in financial account balances for travel obligations and the related balances per the travel system).

D. Independence/Conflict of Interest

The Contractor selected for this effort must be independent of NBC and the Oracle software company as well as BAH.

E. Specifications/Scope of Work

Task 1: Compilation of Report Requirements and Fit/Gap Analyses

The Contractor shall compile from the relevant Corporate sources a listing of desired financial and performance reports.

The Contractor will conduct a fit/gap analysis of the current systems' capabilities to fulfill the reporting requirements of each report and present to the Department of Administration and Finance. The Division of Finance will review and discuss each analysis and reach a decision on whether or not to design, configure, test, and implement the report.

Task 2: Design, Testing, and Implementation of Reports

The Contractor will design all reports identified and authorized by the Division of Finance. Such design includes formats, fonts, data contents, and the mapping of data elements and/or attributes to the core financial system and /or program "feeder" systems. The Contractor will fully cooperate with NBC and BAH regarding the actual development, testing, and implementation of reports. The Contractor will work within the current agreed upon operating structure with NBC.

The Division of Finance will request BAH to provide a test environment (replicated production environment) in order for the Contractor and the Division to conduct proper testing (including regression tests and user acceptance tests (UAT)).

Task 3: Options and Recommendations

The Contractor shall present to MCC viable options and recommendations for enhancing the Corporation's financial and performance reporting based on information and insights gained during the conduct of work per this Statement of Work (SOW). Such options/recommendations may include additional systems/software for reporting, implementation of data warehouse(s), etc.

Task 4: Train MCC Staff to Utilize Reports and Reporting Software

The Contractor shall provide necessary training to MCC employees on such topics as accessing developed reports, running ad hoc queries within the core financial systems and BIDS, and designing and developing reports. In order to complete this task, the Contractor will develop a training plan and materials which the Division of Finance will review and reach a decision about implementation.

F. Period of Performance

The period of performance for this work assignment is from the date of award to 6 months thereafter.

G. Deliverables and Delivery Schedule

In addition to the specific deliverables, the Contractor shall conduct bi-weekly status meetings with MCC management and staff. The meetings shall cover items completed during the reporting period, items scheduled to be completed during the coming period, items behind schedule (and relevant explanation), and any problems requiring resolution. The details for initiating this meeting cycle are left to the mutual agreement of the parties.

Documentation media shall include hard copy and electronic copy in the form of Microsoft Word Document (Office 2003 or Office XP), Microsoft Project 2003, and PDF Format.

H. Performance Location and Logistics

An appropriate workspace, including computer(s) and telephone(s), will be provided by MCC at the MCC headquarters location in Washington, DC. Headquarters office space has workspace at 875 Fifteenth Street, NW, Washington, D.C. and 1401 H Street, NW, Washington, D.C. and in other MCC offices near this location, contingent upon MCC staff expansion. The Contractor shall be liable for damages to MCC arising from the use of equipment maintained by the Contractor when such damage is due to the fault or negligence of the Contractor.

MCC will provide conference room space for meetings, interviews, and group discussions. MCC will also provide the Contractor with access to relevant MCC personnel required to perform the tasks above. Unless otherwise agreed to by the parties, these Government-furnished resources will be provided only during normal business hours at the designated base work site. MCC staff will participate as a team partner in the gathering of data, development of high-level requirements, and review of in-process findings.

Tools purchased by the Contractor for use on this task shall be approved by MCC in advance, and such tools will be the property of the Federal government. At the completion of the tasks, the Contractor shall transfer all software licenses and ownership of tools purchased for this SOW to the government.

I. Acceptance Criteria/Performance Standards

Measurable and quantifiable acceptance criteria will be developed jointly by MCC and the selected Contractor to assess the quality, completeness, and sufficiency of project deliverables. MCC shall have three working days to review deliverables. The Contractor shall have five working days to make changes to the reviewed deliverable.

During the contract term, deliverables will be reviewed by designated MCC managers/staff and the COTR within three working days. The COTR's approval will constitute acceptance of project deliverables.

MCC encourages the use of Alternative Dispute Resolution (ADR) procedures set forth in the Federal Acquisition Regulation (FAR), Part 33, FAR 33.214, as the preferred method for resolving issues in controversy.

J. Security Requirements for Contractor Personnel

While on MCC premises, Contractor employees and/or subcontractor personnel shall be subject to and abide by all safety and security regulations of the MCC and shall be required to meet the same personnel security background requirements as MCC employees as outlined in MCC policies and procedures.

Contractor personnel hired to work under contracts awarded by MCC and requiring access to MCC facilities, MCC Intranet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI), or other MCC-Sensitive information must be U.S. citizens or have permanent resident status. Contractor personnel will undergo screening (background investigation) for this access. The screening will determine the individual's suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Check with Law and Credit (NACLC) for public trust positions. Permanent Residents must have been in the country for a sufficient amount of time for the investigation results to be meaningful, usually five but a minimum of two years.

The Contractor is required to have all affected personnel execute appropriate security forms (SF-85P, Fingerprint Charts, Releases) and submit these forms to MCC's Security Office before access to the facility or

MCC Intranet is approved. Contractor personnel may work under the contract while the background investigation is being conducted. MCC Security Office will provide the necessary forms to the Contractor.

MCC will honor a previous investigation meeting or exceeding the MCC required investigation standard (NACLC) if completed within the past two years. Contractor personnel may be required to submit updated security forms.

MCC Access Badges are issued by the Security Office to new employees, personal service contractors, and other contractors with permanent duty station assignment at MCC Headquarters. Requirements before being issued a badge include submission of required security forms for processing a security clearance or facility access as well as mandatory attendance at an MCC Security briefing.

Contractor employees who have not submitted the required security forms and attended the MCC security briefing will not be issued MCC Access Badge, and their access to MCC Headquarters will require them to have an appointment and be escorted at all times while on the premises.

Unless otherwise provided herein, in no event will the need to obtain clearances (including access) from the MCC Security Office be considered an excusable delay under the contract. In addition, the need to replace personnel determined by the MCC Security Office to be ineligible will not be considered an excusable delay.

Failure to comply with contractor personnel security requirements may result in termination of the contract for default.

Within two business days after notice of award from the contracting officer, the Contractor shall provide a listing of all personnel (and subcontractor personnel) working under the contract including the information and documentation required herein.

The listing shall include: individual's full name, date of birth, place of birth, Social Security number, and home address. This listing shall state whether the individual will need a security clearance, facility access, or no access to MCC Headquarters or MCCNet. In addition, the Contractor will provide a central point-of-contact to the MCC Security Office. It is the MCC Security Office's responsibility to furnish the necessary form and initiate appropriate security action with the Contractor's point-of-contact. Once the forms have been provided to the Contractor, it is the Contractor's responsibility to assure that all requested information be submitted within ten business days.

K. Key Personnel

The Key Personnel identified for this requirement are:

No replacement of key personnel shall be made by the Contractor without written consent of the Contracting Officer (CO). Resumes shall also be provided for any key personnel replacements. The Contractor must demonstrate that the qualifications of the prospective replacement personnel are equal to or better than the qualifications of the personnel being replaced.

The Contractor shall furnish all necessary personnel and services required to perform the type of work described in conformance with this Statement of Work. Tasks and services described and/or provided for in any contract awarded in association with this Statement of Work shall be performed exclusively by the Contractor in

cooperation with designated MCC Staff. All documentation and materials used as a result of any tasks undertaken in connection with this Statement of Work or its related contract shall be considered property of MCC, and shall be provided in its entirety to the designated COTR or his/her designee in a format mutually agreed upon by both the MCC COTR and the Contractor.

Contractor Qualifications:

The Contractor shall possess the qualifications/capabilities:

- Demonstrated expertise of Oracle Federal Financials and the Discoverer Reporting Tool.
- Demonstrated knowledge of Microsoft Access: creation of databases and reports.
- Demonstrated experience working with Federal partners to develop report requirements as well as design, development, validation, and publication of reports.
- Demonstrated knowledge of Federal financial management system requirements, including core financial system requirements, security requirements, and external/internal financial reporting requirements.
- Demonstrated knowledge of Federal financial management system emerging requirements.
- Demonstrated skills in assessing the ability of financial statements to meet identified requirements.
- Demonstrated professional oral and written communication skills, including the ability to prepare technical documents that present information clearly, concisely, and in an easily understood format appropriate for the intended audience.
- Demonstrated knowledge of MCC's operations and its associated data and systems.
- Familiarity with MCC's implementation of BIDS and MS SSRS.

L. High-Level Overview of Existing MCC Systems

Systems Hosted by NBC in Denver

- Oracle
 - Federal Financials (GL, AP, AR, Assets)
 - iProcurement
 - Purchasing
 - Discoverer
- E2 Solutions eTravel System (Carlson Product)
- FPPS (HR System)

Microsoft

- Networking
- Project 2003
- Exchange/Outlook
- WinXp
- Office 2003
- Numerous Access Databases
- Sharepoint/Sharepoint Portal

Business Intelligence and Data Store

- Data Store
- SQL Server Reporting Services

FileSite Document Management

As noted above, since MCC's primary financial and program systems are hosted and supported by NBC, it will be necessary for the Contractor to work cooperatively and interactively with the system support groups at the NBC offices in Denver, CO.

As noted above, since MCC's data store and reporting tool are hosted and supported by BAH, it will be necessary for the Contractor to work cooperatively and interactively with the system support groups at BAH in Reston, VA.

**SECTION D
PRESERVATION, PACKAGING AND MARKING**

[FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION]

SECTION E INSPECTION AND ACCEPTANCE

E. 1 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

The Government, through its authorized representative, has the right, at all reasonable times, to evaluate the work performed, or being performed, hereunder and shall notify the Contractor of unsatisfactory performance. All evaluations shall be performed in such a manner as will not unduly delay the work.

The Government will review and verify that all services and deliverables issued under this contract fulfill the requirements and standards stated in this contract.

It will be the responsibility of the COTR to ensure that adequate records of the evaluation are kept to support acceptance or rejection of work performed or being performed. Acceptance will be made by the COTR or designated representatives.

SECTION F DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance for this effort will commence on the date of award through 6 months thereafter. The Contractor will be requested to work on assignments on an as-needed basis.

F.2 Maximum Number of Hours

The Contractor may be called upon to perform up to 744 hours of work during the 6 month performance period.

The maximum amount of work that can be performed under this contract is 744 hours of her/his time to the contract. The MCC COTR and the Contractor will jointly agree on dates for deliverables.

F.3 Place of Performance

The primary work location will be the Millennium Challenge Corporation located in two buildings at 1401 H Street NW, Washington DC 20005 and 875 15th Street NW Washington, DC 20005.

F.4 Deliverables

This procurement will not require any deliverables beyond those as specified in the Statement of Work, and as agreed per Section F.2.

F.5 Notice Regarding Late Delivery

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the contract, the Contractor shall immediately notify the Contracting Officer and the COTR(s), in writing, giving pertinent details. Provision of such information shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.6 Contract Type.

The Government contemplates award of Time & Materials, Labor Hour contract.

**SECTION G
CONTRACT ADMINISTRATION DATA**

G. 1 Invoice Instructions:

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following number:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or
Email: MCC_Accounting_NBCDENVER@nbc.gov.

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

National Business Center
M/S D-2773
7301 West Mansfield Avenue
Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the Contractor may be required to submit a revised invoice. To constitute a proper invoice, the invoice must be billed in accordance with the categories in the Contract Schedule with a detailed accounting for labor and other direct costs, and include the following information and/or attached documentation:

- *Name, address, and telephone of the Contractor;
- *Date of invoice and invoice number;
- *Contract number; also modification number, if applicable;
- *Description of the supplies/services rendered;
- *Name of contracting Officer's Technical Representative (COTR); and,
- *Signature of authorized representative of the firm with the following invoice certification:
- *A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract
----------------------------------------	---------------------------------------	-----------------------------------------	------------------------------------------

“The undersigned hereby certifies to the best of my knowledge and belief that; the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this contract.”

BY: _____
TITLE: _____
DATE: _____

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is: MCC_Accounting_NBCDENVER@nbc.gov.

G.2 MCC52.204-70 Contracting Officer Technical Representative (COTR) (JAN 2006)

(a) The Contracting Officer (CO) may designate a Government representative to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COTR and the Contractor. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the CO. The contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the CO. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 Alternate Dispute Resolution

Alternate Dispute Resolution (ADR) procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, ADR procedures may be applied to all or part of the claim. The Contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

H.2 Confidentiality

The Contractor is subject to the following provision relating to the protection and nondisclosure of proprietary and other confidential business information:

- (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 institution or organization, provided that such information in (1) and (2) does not include information which is, or which becomes, public or information which becomes known to the Contractor on a non-confidential basis from a third party source.
- (B) If it is established that information to be utilized under this Contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 522a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (C) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the MCC.
- (D) Whenever the Contractor is uncertain regarding the proper handling of material under the Contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication. Notwithstanding the above, information which is required to be disclosed by law or legal process shall not be included as confidential information.

H.3 Warranty Against Dual Compensation

The Contractor agrees that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the MCC as wages, compensation or gifts for acting in any capacity in connection with any work contemplated or performed under or in connection with this Contract.

H.4 Travel And Per Diem

There is no local or long distance travel authorized for this requirement.

H.5 Non-Disclosure Agreement

The Contractor shall complete applicable MCC Non-Disclosure Agreements prior to obtaining access to any sensitive MCC information or systems, including the MCC Mailing List, contract documents, accounting records, personnel records, automated systems, plans/drawings, etc.

H.6 Publicizing Awards

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any new release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer. The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or service.

H.7 MCC52.243-70 Increase In Services (OCT 2006)

The services described in Sections B and C (statement of work) represent the Government's best estimate for known requirements at this time. However, due to the uncertainty of the work, the Government reserves the right to add or delete services if the need arises.

(End of clause)

SECTION I CONTRACT CLAUSES

I.1 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (June 2008)

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

(1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

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

___ (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

___ (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (4) [Reserved]

(5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-6](#).

___ (iii) Alternate II (Mar 2004) of [52.219-6](#).

___ (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

___ (iii) Alternate II (Mar 2004) of [52.219-7](#).

___ (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Oct 2001) of [52.219-9](#).

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

___ (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of [52.219-23](#).

___ (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)

(Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

___ (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).

(16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

(17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

(19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

___ (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

___ (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).

- __ (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- __ (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- __ (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- __ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- __ (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- __ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- __ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- __ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- __ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- __ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- __ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- __ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- __ (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- __ (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- __ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- _X_ (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- __ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- __ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- _X_ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- __ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- __ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- __ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- __ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- __ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- __ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- __ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- __ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- __ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

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

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

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

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

(End of clause)

I.2 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract expiration date. (End of clause)

I.3 52.219-6 Notice of Total Small Business Set-Aside. (June 2003)

(a) *Definition.* “Small business concern,” as used in this clause, 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 size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts. (End of clause)

I.4 52.219-14 LIMITATIONS ON SUBCONTRACTING. (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees. (End of clause)

I-5. 52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

I-6. MCC52.204-71 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL (MAR 2006)

Contractor employees and/or subcontractor personnel, while on MCC premises, shall be subject to and abide by all safety and security regulations of the MCC and shall be required to meet the same personnel security background requirements as MCC employees as outlined in MCC policies and procedures.

A. Contractor Personnel Facility Access Requirements (including offsite MCCNet access)

Contractor personnel hired to work under contracts awarded by Millennium Challenge Corporation (MCC) and require access to MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI) or other MCC-Sensitive information must be U.S. citizens or have permanent resident status. Contractor personnel will undergo screening (background investigation) for this access. The screening will determine the individual's suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Checks with Law and Credit (NACLC) for public trust positions. Permanent Residents must have been in the country for a sufficient amount of time for the investigation results to be meaningful, usually five (5) but a minimum of two (2) years.

Contractor is required to have all effected personnel execute appropriate security forms (SF 85P, Fingerprint Charts, Releases) and submit to MCC's Security Office before access to the facility or MCCNet is approved. Contractor personnel may work under the contract while the background investigation is being conducted. MCC Security Office will provide the necessary forms to the contractor. (Also see "Contract Award" below.)

Contractor personnel for whom unfavorable or derogatory information has been developed during the background investigation process will be presented to the person by MCC's Security Office and offered an opportunity to refute, explain, clarify or mitigate the information in question. If an ineligibility determination is made by MCC's Security Office, the individual will be ineligible to further render services under the contract and access to the facility and/or MCCNet will be immediately terminated.

The ineligibility decision will be communicated by the MCC Security Office through the contracting officer and COTR to the contractor. The specific reasons for the ineligibility determination will be made available only to the effected individual directly by the MCC's Security Office.

MCC will honor a previous investigation meeting or exceeding the MCC required investigation standard (NACLC) that was completed within the previous two years. Contractor personnel may be required to submit updated security forms.

B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access

Contractor personnel hired to work under contracts awarded by Millennium Challenge Corporation (MCC) and do not require access to MCC Headquarters, are preferred to be U.S. citizens or have permanent resident status. Employment of any foreign national working within the United States must have been lawfully admitted into the United States in accordance with immigration laws with eligibility to work within the United States. Employment of foreign national by MCC outside of the United States is subject to applicable security and legal requirements established by the Chief of Mission, United States Department of State, and United States Department of Treasury.

The contractor must provide to MCC's Security Office the full name, date of birth, place of birth, social security number (except for foreign contractors not issued a number) and home address. MCC may use this information to screen contractor personnel through various government databases to determine their suitability and fitness for work under MCC contracts. Additional forms and background information may be requested to verify their suitability. Contractor personnel may work under the contract while the background investigation is being conducted.

Contractor personnel on whom unfavorable, derogatory or questionable information has been developed will be given an opportunity to refute, explain, clarify or mitigate the information with MCC's Security Office. If an ineligibility determination is made by MCC's Security Office, the individual will be ineligible to further render services under the contract.

The ineligibility decision will be communicated by the MCC Security Office through the contracting officer and COTR to the contractor. The specific reasons for the ineligibility determination will be made available only to the effected individual directly by the MCC's Security Office.

C. Contractor Personnel Security Clearance Requirements

The number of contractors cleared for access to classified information will be kept to a minimum, based on operational needs requiring the individual to access classified information or systems. The level of access approved will relate directly to the level of classified information the individual has a need to access.

1. Personal Service Contractors and Independent Contractors. MCC is responsible for security clearance actions associated with individuals who are directly compensated by MCC. MCC will request investigations and grant as appropriate, security clearances for Personal Service Contractors and independent contractor (including purchase orders) with individuals where MCC makes payment directly to the individual. The level of investigation and clearance granted will be based on the duties performed as compared with the position of an MCC employee in a similar position.

Contractor is required to execute appropriate security forms (SF 86, Fingerprint Charts, Releases) and submit to MCC's Security Office before access to the facility or MCCNet is approved. Contractor may work under the contract while the background investigation is being conducted. MCC Security Office will provide the necessary forms to the contractor and process the background investigation and approve the clearance.

2. Secure Contract Classification. Classified contracts, grants, and cooperative agreements with organizations must comply with the National Industrial Security Program (NISP). Under the provisions of NISP, the Defense Security Service (DSS) will investigate and adjudicate security clearances required for contractor employees to have access to classified information. Organizations (contractors and recipients) and their employees not currently participating in the National Security Industrial Program (NISP) and wishing to conduct classified business with MCC must be sponsored by MCC, another agency, or by company that has been previously cleared. Once the secure contract is awarded, MCC Contracting Officer, in consultation with MCC's Security Office, will be responsible for completing the Department of Defense Contract Security Classification Specification, DD Form 254.

D. Exceptions to Investigations Requirements

Contractors are exempt from investigative requirements when working in temporary low risk positions that are intermittent and when not working on an MCC contract in excess of 180 days in either a single assignment or a series of assignments. Low risk positions involve duties and responsibilities of limited impact on an agency or program mission, with potential for limited impact on the efficiency of the service. Persons occupying these positions will not have unescorted access to the Department of State or its Embassies, Sensitive But Unclassified, Foreign Government Information, MCC-Sensitive information, or require logon access to MCC's computer information network.

E. Issuing MCC Access Badges

MCC Access Badges are issued by the Security Office to new employees, and personal service contractors and other contractors with permanent duty station assignment at MCC Headquarters. Requirements before being issued a badge include submission of required security forms for processing a security clearance or facility access, and mandatory attendance at an MCC security briefing. Security briefings are scheduled on the first business day of the pay period and alternate weeks as determined by MCC's Human Resources, and are

generally held from 8:45 to 10:00 am. MCC Visitor Badges (escort not required) are temporarily assigned by the Security Office immediately after these requirements are met, pending processing of MCC Photo-Identification Badges.

Contractors with the appropriate level background investigation and who are United States citizens may be eligible for 24/7 access to MCC headquarters. Foreign national with the appropriate level background investigation and issuance of an MCC Access Badge, will only be provided unescorted access during regular business hours (Monday through Friday, 7:30 am to 6:30 pm, excluding holidays and other MCC closings).

Contractor employees who have not submitted the required security forms and attended the MCC security briefing will not be issued MCC Access Badges and their access to MCC headquarters will require them to have an appointment and be escorted at all times while in MCC headquarters.

F. Work Performance

The contractor shall prescreen all personnel covered under this clause to ensure they initially possess the necessary security requirements. In addition, the contractor is responsible to periodically, however, at least annually, review personnel security requirements to assure the individual statuses have not changed.

Unless otherwise provided herein, in no event will the need to obtain clearances (including access) from the MCC Security Office be considered an excusable delay under the contract. In addition, the need to replace personnel determined by the MCC Security Office to be ineligible will not be considered an excusable delay.

Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.

G. Contract Award

Within two (2) business days after notice of award from the contracting officer, contractor shall provide a listing of all personnel (and subcontractor personnel) working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).

The listing shall include individual's full name, date of birth, place of birth, social security number (except for foreign contractors not issued a number) and home address. This listing shall state whether or not the individual will need a security clearance, MCC facility access, access to non-classified sensitive information, MCC Net access, or no access privileges. In addition, the contractor will provide a central point-of-contact regarding personnel security issues. The contracting officer will send a copy of the listing and point-of-contact to the MCC Security Office. It is the MCC Security Office's responsibility to furnish the necessary form and initiate appropriate security action with the contractor's point-of-contact. Once the forms have been provided to the contractor and/or employee, it is the contractor's responsibility to assure that all requested information is submitted within ten (10) business days.

(End of clause)

SECTION K

**REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

K.1 52.204-8 Annual Representations and Certifications (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690, Other Scientific and Technical Consulting Services.

(2) The small business size standard is \$6.5 million.

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

(b)(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.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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.2 52.212-3 Offeror Representations and Certifications—Commercial Items. (June 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

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

- (1) Means a small business concern—

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

- | | |
|--------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51–100 | <input type="checkbox"/> \$1,000,001–\$2 million |
| <input type="checkbox"/> 101–250 | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500 | <input type="checkbox"/> \$3,500,001–\$5 million |

- | | |
|-------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> 501–750 | <input type="checkbox"/> \$5,000,001–\$10 million |
| <input type="checkbox"/> 751–1,000 | <input type="checkbox"/> \$10,000,001–\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

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

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

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

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 (c)(10)(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.

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

(1) Previous contracts and compliance. The offeror represents that—

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

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

(2) *Affirmative Action Compliance.* The offeror represents that—

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(End of provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.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 address:

<http://www.acqnet.gov/far/>

CLAUSE	TITLE	DATE
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.204-7	Central Contractor Registration	OCT 2003
52.214-34	Submission of Offers in English Language	APR 1991
52.214-35	Submission of Offers in US Currency	APR 1991
52.215-1	Instructions to Offerors – Alternate II	OCT 1997
52.232-13	Notice of Progress Payments	APR 1984

L.2 FAR CLAUSES INCORPORATED IN FULL TEXT

L.2.1 52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(TO BE IDENTIFIED UPON AWARD)
Contracting Officer
Millennium Challenge Corporation
875 Fifteenth Street NW
Washington, DC 20005

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

L.3 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS

L.3.1 General

Offerors shall submit proposals with adequate information to evaluate their technical capability to perform the services identified in Section C, Work Statement. Offerors shall submit an electronic copy (Word) and two (2) copies of the technical, cost/price proposal.

Offerors are cautioned that the quality of their proposal and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the Offeror could be expected to perform services and will be given due consideration throughout the evaluation process. The proposal shall be in English and marked with solicitation number, title and Offeror's name.

Offerors shall ensure that the print is easily readable. Each page shall have not less than one-inch margins on each side of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1 inch margin space. Each 8 and 1/2 by 11 inch "sheet" shall count as one page. Foldouts for complete spreadsheets and/or organization charts are permissible up to 11" by 17" and shall count as two pages.

The proposal submissions shall be in electronic format in Microsoft Word, submitted to the address in Block 7 of the SF 1449 not later than the date and time specified in Block 8 of SF 1449. Each proposal shall consist of two sections, Section 1, is limited to 5 total pages, not including resumes or other prepared attachments. Volume 2 has no page limit.

Contractor Qualifications:

The Contractor shall possess the qualifications/capabilities:

- Demonstrated expertise of Oracle Federal Financials and the Discoverer Reporting Tool.
- Demonstrated knowledge of Microsoft Access: creation of databases and reports.
- Demonstrated experience working with Federal partners to develop report requirements as well as design, development, validation, and publication of reports.
- Demonstrated knowledge of Federal financial management system requirements, including core financial system requirements, security requirements, and external/internal financial reporting requirements.
- Demonstrated knowledge of Federal financial management system emerging requirements.
- Demonstrated skills in assessing the ability of financial statements to meet identified requirements.
- Demonstrated professional oral and written communication skills, including the ability to prepare technical documents that present information clearly, concisely, and in an easily understood format appropriate for the intended audience.
- Demonstrated knowledge of MCC's operations and its associated data and systems.
- Familiarity with MCC's implementation of BIDS and MS SSRS.

Proposal Requirements:

Quoters must provide a brief capability statement, not exceeding two pages, addressing their background, qualifications, expertise and experience

- Provide sufficient information to address requirements of the Statement of Work.

- Resume of the proposed consultant

Quoters are required to submit a firm fixed hourly rate for CLIN 0001.

L.4 Negotiations

The Government reserves the right to award without negotiations. Therefore, offerors are encouraged to submit proposals on the most favorable basis, as to price and other factors.

Offerors are cautioned that failure to provide all the required information may make the offer non-responsive and may result in elimination of the Offeror from further consideration for award.

L.5 52.212-1 Instructions to Offerors—Commercial Items (June 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States

must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency. (End of provision)

L.6 Proposal Submission

Responses shall be submitted no later than 4:00 PM, EDT, August 26, 2008. **Quoters shall submit 1-electronic proposal via email and one (1) -original and one (1) paper copy of SF1449 of its quote to:**

Millennium Challenge Corporation
Attn: Kathryn Mangum
RFP: MCC-08-0161-RFP/Q-45
875 Fifteenth Street, N.W.
Washington, DC 20005

THE CLOSING DATE FOR RECEIPT OF QUOTES IS 4:00 PM LOCAL TIME, August 26, 2008. FAX SUBMISSIONS WILL NOT BE ACCEPTED.

Questions regarding this acquisition should be forwarded to Kathryn Mangum: email mangumkc@mcc.gov on or before August 20, 2008 at 2:00 pm Local time with "MCC-08-0161-RFP/Q-45" identified on the subject line. This Request for Quote shall not be construed as a commitment of any kind. The MCC will not reimburse quoters for costs associated with responding to this announcement.

SECTION M
EVALUATION FACTORS

M.1 52.212-2 Evaluations—Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capabilities

Past Performance

Price

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

M.2 Basis for Award – Best Value

The Government will make an award to the responsible Offeror whose responsive proposal represents the best value to the Government, price and other factors considered, in accordance with the evaluation criteria listed above. The best value tradeoff process described in FAR 15.101-1 permits tradeoffs among price and non-price factors and allows the Government to accept other than the lowest priced proposal or the highest technically rated proposal. The non-price factors, when combined, are significantly more important than price.

Each quote will be reviewed for their relative technical strengths and weaknesses in order to make a best value determination.