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#### COMMERCIAL CLAUSES

1	52.252-02	CLAUSES INCORPORATED BY REFERENC	$\mathbf{F}$
r.	J4.4J4-04	CLAUSES INCOM OKATED DI KETEKENC	Ľ

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

Clause	Title	Date
52.203-06 Alt I	Restrictions on Subcontractor Sales to the Government (Jul 1995) - Alternate I	October 1995
52 212 01	Trade di la Companya di Lina	T 2006

# 1995) - Alternate I 52.212-01 Instructions to Offerors--Commercial Items January 2006 52.212-04 Contract Terms and Conditions--Commercial Items September 2005

#### 2 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY 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. T	he following factors shall
be used to evaluate offers:		-

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304) (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are \_\_\_\_\_\_\_. (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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## 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS.

MARCH 2005

An offeror shall complete only paragraph (j) 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 (b) through (i) of this provision.

(a) Definitions. As used in this provision:

3

"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.

"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

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- (2) Whose management and daily business operations are controlled by one or more women.
- (b) 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 (b)(3) through (b)(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:
(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
(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.

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- (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
50 or fewer	\$1 million or less
51100	
101250	\$2,000,001\$3.5 million
251500	\$3,500,001\$5 million
501750	\$5,000,001\$10 million
7511,000	\$10,000,001\$17 million
Over 1,000	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

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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.
- (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

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that do not qualify as dome product", and "United Stat	estic end products. The term es" are defined in the clause	s "component", "domestic end product", "end product", "forei of this solicitation entitled "Buy American Act-Supplies."	gn end
(2) Foreign End Products: Line Item No.	Country of Origin		
	11.24.5		
[List as necessary]			
(3) The Government will e	valuate offers in accordance	with the policies and procedures of FAR Part 25.	
(g)(1) Buy American Act-Buy American Act-Free T	-Free Trade AgreementsIsr Trade AgreementsIsraeli Tr	aeli Trade Act Certificate. (Applies only if the clause at FAR and Act, is included in this solicitation.)	52.225-3,
domestic end product and manufactured outside the l	that the offeror has considered United States. The terms "co es" are defined in the clause	nose listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision ed components of unknown origin to have been mined, product omponent, "domestic end product," "end product," "foreign end of this solicitation entitled "Buy American ActFree Trade	ed, or
		end products of Australia, Canada, Chile, Mexico, or Singapo citation entitled "Buy American ActFree Trade Agreements-	
End Products of Australia,	Canada, Chile, Mexico, or S	Singapore or Israeli End Products:	
Line Item No.	Country of Origin		
[List as necessary]			
provision) as defined in th	e clause of this solicitation e	n end products (other than those listed in paragraph (g)(1)(ii) on titled "Buy American ActFree Trade AgreementsIsraeli Tee end products manufactured in the United States that do not one of the control of the con	rade Act."
Other Foreign End Produc	ts:		· ·
Line Item No.	Country of Origin		
[List as necessary]			
Error an mooosan'y			
(iv) The Government will	evaluate offers in accordanc	e with the policies and procedures of FAR Part 25.	

**Document Title** 

Document No.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAN 2004). 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:

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			·
	certifies that the following s an ActFree Trade Agreeme	supplies are Canadian end products as defined in the entsIsraeli Trade Act":	clause of this solicitation
Canadian End Produc	ts:		
Line Item No.			
	10-14 p. 1111	<del></del>	
[List as necessary]		<del></del>	
(3) Buy American Acclause at FAR 52.225 the basic provision:	tFree Trade Agreements3 is included in this solicita	Israeli Trade Act Certificate, Alternate II (JAN 2004 ation, substitute the following paragraph (g)(1)(ii) for	4). If Alternate II to the or paragraph (g)(1)(ii) of
(g)(1)(ii) The offeror clause of this solicitat	certifies that the following s ion entitled "Buy American	supplies are Canadian end products or Israeli end pro ActFree Trade AgreementsIsraeli Trade Act":	oducts as defined in the
Canadian or Israeli Er	nd Products:		
Line Item No.	Country of Origin		
[List as necessary]			
(4) Trade Agreements solicitation.)	Certificate. (Applies only i	f the clause at FAR 52.225-5, Trade Agreements, is	included in this
designated country en	d product, as defined in the	cept those listed in paragraph (g)(4)(ii) of this provis clause of this solicitation entitled "Trade Agreemen ose end products that are not U.Smade or designate	nts."
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 Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (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; and
- (2) [] Have, [] have not, within the 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

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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, or receiving stolen property; and

- (3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (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)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) 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 (b) through (i) 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.]

(End of provision)

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## IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS

Y 2006

(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:
[Contracting Officer shall check as appropriate.]
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of Total HUBZone Small Business 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]
(ii) Alternate I (MAR 1999) of 52.219-5.
(iii) Alternate II (JUNE 2003) of 52.219-5.
(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 (JULY 2005) (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)(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.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
(14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
(15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
(17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
(23) 52.225-1, Buy American Act Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
(24)(i)52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (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).
(ii) Alternate I (JAN 2004) of 52.225-3.
(iii) Alternate II (JAN 2004) of 52.225-3.
(25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(27) 52 225-15. Sanctioned European Union Country End Products (EEB 2000) (E.O. 12840)

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- (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (29) 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)).
- \_\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X(31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_\_(32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_\_(33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- X (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 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.]

- X (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (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) (MAY 1989) (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) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).
- (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.

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- (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (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, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 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)

5 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (APR 2005) - ALTERNATE I

FEBRUAR Y 2000

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

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

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(2) 52.219-3, Notice o	of Total HUBZone Small Bus	siness Set-Aside (JAN 1999) (15 U.S.C 657a).	
	of Price Evaluation Preference nce, it shall so indicate in its	e for HUBZone Small Business Concerns (JAN 1999) (if the offer) (15 U.S.C 657a).	offeror
(4)(i) 52.219-5, Very Reauthorization and Amer		UNE 2003) (Pub. L. 103-403, section 304, Small Business	
(ii) Alternate I (MAR	1999) of 52.219-5.		
(iii) Alternate II (JUN	E 2003) of 52.219-5.		
(5) (i) 52.219-6, Notice	ee of Total Small Business Se	et-Aside (JUNE 2003) (15 U.S.C. 644).	
(ii) Alternate I (OCT	1995) of 52.219-6.		
(iii) Alternate II (MA)	R 2004) of 52.219-6.		
(6) (i) 52.219-7 Notice	e of Partial Small Business S	Set-Aside (JUNE 2003) (15 U.S.C. 644).	
(ii) Alternate I (OCT	1995) of 52.219 <b>-</b> 7.		
(iii) Alternate II (MAl	R 2004) of 52.219-7.		
(7) 52.219-8, Utilizati	on of Small Business Conce	rns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).	
(8) (i) 52.219-9, Smal	1 Business Subcontracting P	lan (JAN 2002) (15 U.S.C. 637(d)(4)).	
(ii) Alternate I (OCT	2001) of 52.219-9.		
(iii) Alternate II (OCT	Γ 2001) of 52.219-9.	<u>.</u>	
(9) 52 219-14 Limita	tions on Subcontracting (DF	C 1996) (15 II S C 637(a)(14))	

- (ii) \_\_\_\_ Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- \_\_\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- 16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
(22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
(23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
(ii) Alternate I (Jan 2004) of 52.225-3.
(iii) Alternate II (Jan 2004) of 52.225-3.
(24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
(27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
(28) 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)).
(29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
(31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
(32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
(33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
(34)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)
(ii) Alternate I (Apr 1984) of 52.247-64.

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(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, as Amended (MAY 1989) (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) (MAY 1989) (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) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).
- (d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) 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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
- (v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 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.

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#### SECTION I -- CONTRACT CLAUSES

#### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-07	Central Contractor Registration	October 2003
52.204-07 Alt. I	Central Contractor Registration (Oct 2003) Alternate I	October 2003
52.225-01	Buy American Act - Supplies	June 2003
52.225-03	Buy American Act - Free Trade Agreements - Israeli Trade Act	January 2006
52.225-03 Alt. I	Buy American Act - Free Trade Agreements - Israeli Trade Act (Jan 2005) - Alternate I	January 2004
52.225-03 Alt.II	Buy American Act - Free Trade Agreements - Israeli Trade Act (Jan 2005) - Alternate II	January 2004
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.232-30	Installment Payments for Commercial Items	October 1995
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.232-34	Payment by Electronic Funds TransferOther than Central Contractor Registration	
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	
52.232-36	Payment by Third Party	May 1999
52.232-37	Multiple Payment Arrangements	May 1999
52.239-01	Privacy or Security Safeguards	August 1996

### I.2 52.216-23 EXECUTION AND COMMENCEMENT OF WORK

**APRIL 1984** 

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 09/30/2007 [insert date]. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

I.3 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

	HQBZS0705	VISTA Capacity Study	
(a) In performing this cont dollars.	ract, the Contractor is not au	thorized to make expenditures or incur obligations exceeding	
(b) The maximum amount	for which the Government s	shall be liable if this contract is terminated is dollars	j.
I.4 52.216-25 (	CONTRACT DEFINIT	IZATION (SEE NOTE 1.)	OCTOBER 1997
promptly negotiating with the Federal Acquisition Red date of execution of the de	the Contracting Officer the regulation (FAR) on the date of finitive contract, and (3) any it a <u>fixel-price</u> [insert specifical contracts of the contract of	t] definitive contract is contemplated. The Contractor agrees to terms of a definitive contract that will include (1) all clauses re of execution of the letter contract, (2) all clauses required by lay other mutually agreeable clauses, terms, and conditions. The fic type of proposal; e.g., fixed-price or cost-and-fee] proposal	quired by w on the
(b) The schedule for defin proposal, beginning of neg pricing data]:	tizing this contract is [insert cotiations, and, if appropriate	t target date for definitization of the contract and dates for sub- e, submission of make-or-buy and subcontracting plans and cos	nission of st or
N/A			
			,
		<u> </u>	
this section, or within any the head of the contracting FAR, subject to Contracto	extension of it granted by the gactivity, determine a reasor r appeal as provided in the D	his letter contract is not reached by the target date in paragraph to Contracting Officer, the Contracting Officer may, with the anable price or fee in accordance with Subpart 15.4 and Part 31 Disputes clause. In any event, the Contractor shall proceed with ion of Government Liability clause.	pproval of of the
(1) After the Contracting (	Officer's determination of pr	ice or fee, the contract shall be governed by	
	the FAR on the date of exec y the Contracting Officer un	cution of this letter contract for either fixed-price or cost-reimb ider this paragraph (c);	ursement
(ii) All clauses required by	y law as of the date of the Co	ontracting Officer's determination; and	
(iii) Any other clauses, ter	ms, and conditions mutually	agreed upon.	
		of this section, all clauses, terms, and conditions included in thi heir nature apply only to a letter contract.	s letter

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(End of clause)

## I.5 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE.

MAY 2004

- (a) Definition. "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).
- (b) General.
- (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.
- (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.
- (c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for-
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns:
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.
- (d) A joint venture may be considered a service-disabled veteran owned small business concern if-
- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
- (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and
- (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

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- (4) The joint venture meets the requirements of 13 CFR 125.15(b)
- (e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of clause)

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### K.1 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS

OCTOBER 1999

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

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1998

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

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### SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

#### L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	October 2003
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

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SECTION M -- EVALUATION FACTORS FOR AWARD

#### **Proposal Requirements**

#### The Task Plan

The proposal should include a task plan with the proposed approach to the statement of work as requested below. However, the proposal is not to exceed 20 pages, excluding supporting documentation. Proposals should include a one-page abstract and table of contents and include as a minimum the following:

- A brief statement of corporate capability specifically related to conducting in-depth studies which measure and evaluate an organizations effectiveness in carrying out it's purpose.
- 2. A brief statement of the capability of key staff for this task plan related to experience with conducting impact evaluations, including a discussion of the organizational capacity with respect to developing, assessing, and applying mixed methods to evaluate social service programs; collecting and analyzing mixed method data; seeking and obtaining OMB clearance for data collection instruments; and creating data bases for further research.
- 3. A proposed work plan that includes a discussion of the firm's approach to accomplishing each of the required and optional tasks in the Statement of Work; The proposal should include the presentation and discussion of a conceptual framework that will be used to address the essential purpose of the study and the key questions. This discussion should include all appropriate references to relevant applications of the conceptual framework.
- 4. Description of Performance Indicators: The proposal should include description of the indicators of concern for this project, how they relate to the VISTA mission, goals and objectives, to the purpose and key questions of the study, and to the conceptual framework. The proposal should also describe specifically how each indicator will be measured, and include the data source and data collection method for each.
- A statement listing the current and proposed time commitments of all key staff assigned to this project to both federal and non-federal contractual obligations and consulting assignments.
- 6. A statement identifying the senior author and co-authors of each section of the technical task plan.
- A detailed timeline of activities and deliverables (not included in the maximum page limit);
   and
- 8. A detailed budget and cost task plan (not included in the maximum page limit). The contractor shall prepare a one-page budget summary and detailed budget estimates for each task.

Supporting documentation shall include, but is not limited to:

- 1. Resumes and/or vitas for key staff, unless previously submitted;
- Summaries of experience conducting impact studies (or similar tasks) completed for other federal agencies or organizations, including a description of the scope of work, overall cost, and contact information.

#### **Proposal Evaluation Criteria**

Proposals will be scored based on the following three elements:

- 1. Understanding of the requirement;
- 2. Soundness and quality of the task plan for accomplishing each task;
- 3. Quality and experience of key staff.

Proposed costs will be reviewed for appropriateness and level of effort. The Government will award a contract to the bidder whose task plan offers the best overall value.

The offerer's proposal will be evaluated on the following capabilities according to the accompanying assessment criteria.

Contractor Capability	Assessment Criteria
Understanding of the Statement of Work and proposed technical approach     Technical Understanding	As demonstrated by: Contractor's ability to provide a summary describing its approach to complete the tasks as described in the Statement of Work
	Each offer shall be evaluated on the extent to which the proposed technical proposal meets or exceeds the requirements of the Solicitation.
Specialized knowledge and skills and experience	As demonstrated by:
conducting impact studies and evaluations as well as thorough knowledge of the VISTA program and extensive experience in conducting impact studies and designing evaluations	Submission of experience     Review of previously conducted impact studies and evaluation
4) Past Performance	Each offeror will be evaluated on its past performance on contracts or subcontracts currently ongoing or completed within the last three years similar in size and scope to the requirements of this solicitation. The submittal of at least three previous or ongoing Federal government contracts with a point of contact is required. The government will focus on information that demonstrates quality of performance relative to size and complexity of the procurement under consideration. The Government may use additional information other than provided by the offeror in evaluating past performance.
5) Project management experience	As demonstrated by:  • Evidence of managing projects of similar type and scope
Professional Key Personnel	As demonstrated by the competency and quantity of

Assessment Criteria
the qualified professional staff involved in this project and their experiences in rendering the services and achieving program objectives similar to those described in this Statement of Work. Offerors are required to distinguish which staff is key within their submission. A proposal may be more favorably evaluated if it includes a project manager who is PMI certified.

Location of Work

The requirement shall be conducted at the contractor's facility. It is not anticipated that extensive fieldwork will be required. The Contractor shall plan for travel to Corporation headquarters for several meetings and briefings under this task order.

<u>Period of Performance</u>
Work on the contract will begin immediately after task order award. The period of performance for this task order is 18 months.



**Corporation for National and Community Service** 

AmeriCorps\*VISTA

**VISTA Impact Study:** 

A look at VISTA's impact on the effectiveness of organizations to build sustainable anti poverty programs.

June 12, 2007

#### I. Overview

AmeriCorps\*VISTA (Volunteers in Service to America) is an anti-poverty program that provides full-time volunteers to non-profit organizations and local agencies that serve low-income communities. The program's purpose, as defined by law, is to strengthen efforts to eliminate poverty by encouraging people from all walks of life to engage in meaningful volunteer service. The law describes three main objectives through which the program achieves its purpose:

- 1. To encourage volunteer service at the local level
- 2. To generate the commitment of private sector resources, and
- 3. To strengthen local organizations that serve low-income communities

Currently, VISTA can collect output data on its first two objectives. However the program lacks a systematic way to evaluate the extent to which it achieves its goal of strengthening local organizations to carry out long-term anti-poverty efforts.

VISTAs serve with organizations that seek to initiate a new anti-poverty program or to help expand an existing program. VISTAs strengthen and support these organizations by building infrastructure, expanding community partnerships, securing long term resources, training program participants and numerous other activities that help to build long term sustainability for the anti poverty effort. Project success may be measured several ways, including achievement of agreed-upon project performance measures. Depending on the goals of the project, success may be defined several ways including, expanded services, increased resources (financial, human or in-kind) or increased community involvement. In all cases, a project is only considered successful if the indicators can be sustained by the organization once the VISTA project is concluded. For the purposes of this evaluation, sustainability is defined as the continuation of the VISTA project (as defined by the VISTA Project Plan) for three years beyond the project end date.

The central purpose of this proposed study is to explore the degree to which the VISTA Program, though the service of VISTA members, enhances the effectiveness of organizations to build or expand anti-poverty programs. We are looking for a company to develop a method of measuring and evaluating the assistance we provide sponsoring organizations in their fight against poverty.

At this time VISTA is seeking a one-time evaluation to establish a baseline to be used in additional studies pending further funding.

#### II. Scope of Work

The contractor shall, at a minimum, explore the following key questions:

- I) What are the most common ways VISTAs strengthen organizations to help them develop anti poverty programs
- II) What percent of VISTA projects continue to operate successfully three or more years after the VISTA resource has been completed
- III) What percent of VISTA projects achieved their stated goals
- IV) What are the common factors that contribute to project success, or hamper project success?

The Corporation would expect the contractor to incorporate a variety of methods of gathering information, including but not limited to; (1) telephone interviews, (2) site visits, (3) in-depth conversations), to gather information from a representative sample of VISTA sponsoring organizations that have been completed for at least three (3) years.

The study should look at a diverse sampling of projects across the country including diverse representation of program focus, size, and location.

The following parameters should be considered: (1) current projects in at least their third year of programming (approximately 450 projects fall within this parameter) (2) projects that have been closed for at least 3 years (approximately 850 projects fall within this parameter) (3) Corporation State Office Staff and (4) Current and former VISTA supervisors / project sponsors. The study should include a nationally representative sample of the above parameters.

The contractor shall develop and provide findings for questions, which will provide qualitative and quantitative answers to the key questions outlined above. In addition, the data collection methods used by the contractor shall, at a minimum, draw out the following:

- 1) What was the anti poverty programming the organization sought to develop?
- 2) What were the goals of the VISTA project?
- 3) What were the long term indicators of the success of the VISTA project?
- 4) How did/does the project define/measure success?
- 5) To what extent did the project achieve its goals?
- 6) How was the impact of the organization's program strengthened by the VISTA resource? (More beneficiaries reached?....)
- 7) If the project has closed, to what extent has that impact been sustained since completion of the VISTA project?
- 8) If the project is still operational, what are the indicators that show the project is moving towards sustainability and will no longer need the VISTA resource?
- 9) What factors were key to the success of the VISTA project?
- 10) What factors hampered the success of the VISTA project?

Note: The above questions represent the information needed. The contractor may rework or add questions as necessary.

#### Task 1: Develop Evaluation Plan

The contractor shall, at a minimum, develop a comprehensive plan to evaluate and measure how VISTA assists in strengthening an organization in their fight against poverty. The evaluation plan should include the contractor's plans to assess the implementation and evaluate the impact VISTA has on helping an organization develop or strengthen an anti-poverty program. In developing the plan, the contractor shall incorporate feedback from Corporation staff, sponsoring organizations or shall revise the implementation and analysis plan until it is approved by the COTR. The contractor shall include, but is not limited to:

 Research Questions. Key areas of interest to the Corporation include, but are not limited to: developing a tool in which to measure VISTA's performance in supporting and strengthening local organizations to build and sustain anti-poverty programs; determining the extent to which VISTA has helped organizations build or enhance sustainable anti-poverty programs; Describing the most effective ways VISTA has strengthened organizations that fight poverty; Determining the factors that have either led to the success of VISTA projects, or prevented them from succeeding.

- Coordination with VISTA HQ and other partners as necessary (State Offices, Sponsors, VISTA's). In developing the evaluation plan, the contractor shall coordinate with VISTA HQ to determine the appropriate evaluation design. In coordinating with VISTA HQ, the contractor shall propose strategies to implement the most rigorous design possible.
- Evaluation Design. The contractor shall fully describe the evaluation design to address the research questions. The contractor shall also identify and describe the methods for developing instruments and collecting data. The contractor shall also describe a plan for conducting all necessary pretesting, developing a sampling strategy, developing timelines for all activities, and a developing a plan to obtain all necessary OMB clearances.
- Data collection, analysis and reporting. The contractor shall be the responsible for collecting, analyzing, and reporting data. The contractor shall describe a data collection strategy to obtain all necessary data. The contractor shall also describe a plan for analyzing the data and reporting the results of the analyses.

#### Task 2:

#### **Design and Pretest Data Collection Instruments**

The contractor shall design data collection instruments as described in the approved Evaluation Plan. The contractor shall coordinate the data collection instruments on the appropriate population, and shall elicit comments on the availability, usefulness, and likely accuracy of the data requested as well as the burden associated with providing the data. The contractor shall also ask pretest respondents to provide comments on the overall instrument and specific instrument questions. The contractor shall submit a memorandum to the Corporation based on the pretest results, identifying proposed changes in the instruments and the rationale for such changes. The contractor shall incorporate the pretest results in the final OMB clearance package.

#### Task 3: Obtain OMB Clearances

The contractor shall prepare and complete the necessary forms required for OMB clearance for data collection. The Corporation will provide the contractor access to the required forms. The clearance package must justify the necessity for collecting the data and comprehensively respond to each required item in the instructions. The forms clearance package shall include brief, concise statements of a) the study mandate and objectives, b) types of information to be requested, c) steps taken to minimize respondent burden, d) plans for tabulating data, e) the data collection schedule, f) steps taken to have plans reviewed by outside persons, g) estimates of burden for each type of respondent and how such figures were estimated, h) discussion of "sensitive" questions, if any, and) estimates of the cost of the activity. The contractor shall also be responsible for addressing OMB's comments and questions and amending the forms clearance package as needed.

Forms clearance typically requires at least 150 days after the instruments have been developed. Data cannot be collected without OMB approval and clearance. Therefore, the contractor shall take into account the amount of time required for several drafts of the instruments, approval of the instrument from the COTR, and OMB forms clearance.

#### Task 4: Collect & Analyze Data

The contractor shall collect the data using the methods described in Task #2, the Evaluation Plan. The contractor shall be responsible for addressing any questions and inquiries about the data collection effort and instruments, and shall provide technical assistance to respondents to facilitate data collection. The contractor shall provide periodic reports on the data collection and response rate, as determined by the COTR.

The contractor shall be familiar with, and shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; The "Buckley Amendment," Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1, 45 CFR Part 5b, and 40 FR 44502 (September 26, 1975); and, as appropriate, the Federal common rule or federal, state or local regulations on protection of human research subjects. The contractor shall maintain the strictest confidentiality of all data collected in this study. The contractor shall, under no circumstance, release any personally identifiable information about members or organizations to any source except the Corporation unless such a release is legally required. The contractor shall maintain information that identifies persons or institutions in files that are physically separate from other research data and that are accessible only to authorized Corporation and contractor personnel. The contractor shall only use individual identifiers for purposes of data collection, matching new data with existing data, establishing sample composition, authenticating data collections, or obtaining missing data.

#### Task 5: Create Data Files for Further Research

The contractor shall deliver data files to the Corporation to be used for further research.

Corporation Data Files - The contractor shall deliver all data collected under this contract to the Corporation at the time the contractor reports the results of the analyses in the Data Summary. The contractor and the COTR shall determine the most appropriate format to deliver the data. The Contractor and COTR shall make this determination within 150 days of the contract start date. As necessary the contractor shall: (1) test the reliability of the data files to ensure that the original results can be replicated in subsequent analyses, (2) provide a codebook explaining what each variable and the variable values as a Microsoft Word, as directed by the COTR, (3) include a full description of the formulas and procedures used, weights for all datasets, and methods used to control for attrition and no response and to adjust for incomplete or missing data, and a description of the programs used to analyze the data (4) If the programs are proprietary, then the contractor shall provide an annotated command file with explanatory comments.

#### Task 6: General Reporting

The contractor shall be responsible for providing the following general reports:

After the effective date of the contract, the Contractor shall arrange a meeting with VISTA, to discuss the VISTA program, the specific tasks of the contract, scheduling, and other issues. The meeting location will be determined by the COTR. The contractor shall continue to coordinate and meet with VISTA throughout the entire period of performance.

The contractor shall hold monthly meetings with the COTR to discuss the following:

The contractor shall be responsible for meeting with the COTR on a monthly basis to: (1) summarize the major activities and accomplishments for the reporting period. (2) provide information for each task regarding findings, events, or problems encountered. (3) specify the extent to which the project is on schedule, briefly describe the activities planned for the next month (4) identify and discuss any deviations from the management plan and the schedule, and (5) identify and discuss any decisions that may be needed from the Corporation. If there are no exceptions in the report, the contractor shall state that there are no exceptions. If there are exceptions to the management plan, the contractor shall discuss the plan for resolving the problems.

The contractor shall design, implement and coordinate all aspects of the study, including but not limited to, developing instruments, collecting data, reporting results, and sharing information and documents on the VISTA program. The contractor shall also develop the working relationships with the State Offices and selected sponsoring organizations that have the infrastructures needed to implement the evaluation.

#### IV. Corporation Supplied Resources

The Corporation will supply the contractor information from the following databases:

**Egrants** 

Espan

Note: The contracted research firm will be expected to conduct the task order out of its own offices.

#### V. Corporation Commitment To Response Time

The COTR and the contractor will determine an appropriate response time based on the specific tasks and deliverables (using the standard 10 business days as a reference point and not to exceed the 10 day reference point).

#### VI. Deliverables

The contractor shall include a detailed schedule of tasks and deliverables as well as a detailed response time plan in the project proposal. The proposed schedule of tasks and deliverables below is designed to convey the general expectations of the Corporation and to assist contractors in developing their proposals.

#### SAMPLE SCHEDULE OF TASKS AND DELIVERABLES

The contractor shall include a detailed schedule of tasks and deliverables in the proposal. The proposed schedule of tasks and deliverables below is designed to convey the general expectations of the Corporation and to assist contractors in developing their proposals.

Task

<u>Date</u>

Task 1:

**DRAFT Evaluation Plan** 

Final Evaluation Plan

Task 2:

Design and Pretest Data Collection Instruments

Task 3:

**OMB** Clearance

**Draft OMB Clearance Package** 

**OMB Clearance Package** 

**OMB** Clearance

Task 4:

Conduct Data Collection

Task 5: Analyze Data

Task 6: Report Results

**Data Summary** 

**Draft Evaluation Report** 

Final Evaluation Report

Task 8:

Create Data Files for Further Research

Corporation data files

Task 9:

Monthly Performance Reporting

#### III. Background

#### AmeriCorps\*VISTA (Volunteers in Service to America)

VISTA was originally created in 1964 by the Economic Opportunity Act as part of the "War on Poverty." In 1973, the program was reauthorized with the passage of the Domestic Volunteer Service Act (DVSA), and became part of a new federal agency called ACTION, the Federal Domestic Volunteer Agency. In 1993, the National Service Trust Act was passed which created the new AmeriCorps program and combined ACTION with the Commission on National & Community Service forming a new federal agency, the Corporation for National & Community Service. VISTA formally fell under the AmeriCorps umbrella and became known as "AmeriCorps\*VISTA."

VISTA provides full-time volunteers (VISTAs), as a resource, to nonprofit community organizations and public agencies to create and expand programs that ultimately bring low-income individuals and communities out of poverty. The VISTA is a resource whose role is to generate the commitment of private sector resources, encourage volunteer service at the local level and to support local agencies and organizations to build sustainable anti-poverty programs. VISTAs spend one year in full-time service on a project that addresses the needs of low-income communities.

#### VISTA embraces the following key principles:

- Anti-poverty Focus -- The purpose of VISTA is to support efforts to fight poverty.
   Any nonprofit organization, educational institution, tribal or public agency with a program that is poverty-related in scope can apply to sponsor a VISTA project. The project's goal should address helping individuals and communities out of poverty through long term solutions rather than through short term services.
- Sustainable Solutions -- VISTA members are a short-term resource who work to
  ensure the long-term sustainability of anti-poverty programs. All VISTA projects
  should be developed with a goal of an eventual phase-out of the need for VISTA
  members.
- Capacity-Building -- VISTA assigns members to organizations to expand the ability
  of those organizations to fight poverty. Through activities such as fundraising,
  volunteer recruitment and management, community outreach, and partnership
  development, VISTA members help organizations to achieve lasting solutions to
  poverty.
- Community Empowerment -- Organizations working with VISTA must ensure that
  the project engages residents of the low-income community in planning, developing,
  and implementing the project. The project must be responsive and relevant to the
  lives of the community residents, and should tap into inherent community strengths
  and resources.

VISTA is administered by The Corporation for National and Community Service (the Corporation), a Federal Government agency. Annually, over 5,000 individuals serve as VISTA members, and over 170,000 have served since 1964. VISTAs work and live in the communities in which they serve.

The VISTA program, headquartered in Washington DC, is managed locally through Corporation State Offices. The State Offices accept applications from local organizations and agencies who are interested in using the VISTA resource to develop or expand their anti-poverty program. Corporation program staff members sign Memoranda of Agreement with organizations that demonstrate a solid plan for using the VISTA resource to develop an anti-poverty program that is sustainable. The typical length of a VISTA project is 3 to 5 years, with the Memorandum of Agreement renewed annually.

#### **Programming Areas**

The goal of any VISTA project must be to fight poverty in low-income communities. Within that goal, there is a broad range of programming areas that VISTA projects are designed to address. VISTA programming areas include (but are not limited to): community revitalization, financial asset development, youth development/mentoring, literacy, prisoner re-entry, rural community development, disaster preparedness and recovery, and independent living.

#### **VISTA Projects**

A VISTA project is a program, sponsored by a non-profit or public agency that uses VISTAs to build or enhance sustainable anti-poverty efforts. While individual VISTAs are accountable for their own contributions to the project, it is the sponsoring organization that is responsible for the overall project design and outcomes.

To apply for VISTAs, a potential sponsor contacts the Corporation State Office (CSO) in the area where the proposed project would be located to discuss application requirements and procedures. The application process begins with the submission of a project Concept Paper which describes the rationale for the VISTA project and the use of the VISTAs. In the concept paper, the potential sponsor must demonstrate that the proposed project helps bring people out of poverty, and has a plan for long term sustainability. The Concept Paper must address how the project will meet the program's key principles.

If the CSO agrees that the proposed project is promising and meets the requirements for VISTA, the organization will be invited to submit a full application that fills out the details of the project. The application includes a detailed project plan which outlines the proposed goals of the project, including annual output and outcome measures. The project is required to report against these measures on semi-annual progress reports.

Many sponsoring organizations are small, community-based entities with a local project, while others are larger organizations who may act as intermediaries, placing their VISTAs with smaller community based organizations. Other project models include large organizations with multiple affiliates who place their VISTAs over a wide geographic area. In any case, the Sponsoring Organization is responsible for accounting for the results of all VISTA sites.

Projects are approved on an annual basis, but are typically renewed for up to 3-5 years, assuming adequate progress towards project goals.

#### **Project Sponsoring Organizations (Sponsors)**

Project Sponsoring Organizations, commonly referred to as sponsors, are the community-based organizations and public agencies that apply to the Corporation for VISTAs to serve at their project, direct the project, supervise the VISTA member, and provide necessary

administrative support to complete the goals and objectives of the project. A sponsoring organization may be a federal, state, or local government agency; a government of an Indian nation; or a non-profit organization that is committed to creating solutions to problems affecting low-income communities. The sponsoring organization is responsible for developing a project plan that incorporates the use of the VISTAs to build long-term solutions to poverty-related issues within a local community.

The roles of the sponsoring organization include:

- Recruiting VISTAs locally or nationwide
- Supporting the VISTAs in achieving their performance objectives
- Supervising, training and providing administrative support to VISTAs
- Monitoring project progress
- Ensuring that the rules, regulations and guidelines of the VISTA program are met

#### **VISTA Supervisors**

Sponsoring organizations are required to provide an on-site supervisor for the VISTA members. The role of the VISTA supervisor is responsible for providing direction and guidance to the VISTAs assigned to the project. In many cases, the VISTA supervisor is the same person who is responsible for overall project management. In other cases, the project director may delegate the supervision to another employee. In the case of multisite projects, where VISTAs are placed in multiple organizations, the project director must ensure that there is a site supervisor in place at each site.

#### **VISTA Members**

VISTAs are full time volunteers (or "members") who commit a year of service to help fight poverty in a particular community. VISTAs are assigned to sponsoring organizations and provided with an assignment that supports that organization's approved project plan and works toward annual project objectives. As VISTAs are expected to serve full time on their VISTA assignment, they are not permitted to work outside of their assignment or go to school with the exception of specific courses that are directly related to their assignment.

VISTAs are recruited by the sponsoring organization, with support from the Corporation. VISTAs may be recruited from the local community, or may be recruited nationally through the AmeriCorps online recruitment system. To be considered for an assignment, prospective VISTAs submit a full application including references. Once approved by the Sponsoring Organization and the Corporation State Office, they are scheduled for Pre Service Orientation.

VISTAs are provided a living allowance directly by the Corporation. Additionally, VISTAs who successfully complete their service may choose between a lump sum cash stipend (currently \$1,200) or an education award (currently \$4,725) that can be used to pay for educational expenses or to repay qualified student loans or expenses incurred while participating in an approved school-to-work program.

VISTAs are provided with an Assignment Description that outlines the activities and outcomes expected of them during their year of service. This assignment description is developed by the sponsoring organization based on the activities required to meet their annual project objectives.

#### **Training & Technical Assistance**

To help ensure program success, VISTA invests in a network of external training & technical assistance providers for both VISTAs and for Sponsoring Organizations. Training & technical assistance is provided based on competencies required to successfully develop and implement community service projects in general and in relation to the meeting Corporation project requirements. Focus areas range from recruitment and retention of volunteers, volunteer development, and skill development in project planning, performance measures and use of Corporation technology systems. While sponsoring organizations and the site supervisors of the VISTAs are developed on an open, ad hoc basis, the VISTAs are trained and development on an annual training cycle: pre-service orientation; on-site orientation; in-service training; close-of -service workshop.

In addition to these providers, organizational and project development and technical assistance is provided directly by CSO staff, or through contracted T&TA providers funded by the Corporation. Whether provided by CSO staff or our contracted professional trainers, the methods employed range from direct, face to face mentoring and coaching, large and small group training and facilitation to distance-learning methods such as online courses, webinars, and teleconferencing.

#### **Performance Measurement**

Since fiscal year 2005, the Corporation has been implementing a performance measures requirement for VISTA projects, emphasizing the importance of performance measures as a program management tool and a means by with to communicate program impact.

Within their project plan, sponsors are asked to select at least one goal that they consider to be central to their project mission. From this goal(s) they identify a total of three to five results as performance measures. A performance measure is a result (Output, Intermediate Outcome, or End Outcome) that includes indicators, targets, and data instruments. The sponsoring organization uses these results to report against on semi-annual progress reports, as well as uses them to assess their own progress and make necessary adjustments.

For each performance measure selected, sponsors identify:

- The results (Outputs/Outcomes) and indicators they expect to achieve;
- The targets they expect to meet; and
- The data instruments they will use to measure the results and/or data source.

The primary goal that is set in the project plan is a long-term goal for the life of the project. The performance measures, however, are set annually. Each year's project plan should build on the previous year's results and ultimately build a plan for long-term sustainability.

#### VISTA Headquarters (VISTA HQ)

VISTA HQ, based in Washington, DC, is responsible for policymaking and overall program management including ensuring that cost-effective procedures are developed. VISTA HQ directs the training and development of VISTAs including management of the Pre-Service Orientation and development of resources for in-serving training of VISTAs.

#### **Corporation State Offices (CSOs)**

The management and oversight of VISTA projects is conducted through Corporation State Offices (CSOs). There are Corporation State Offices representing all 50 states, the District of Columbia, Puerto Rico and the Virgin Islands. Some offices are responsible for multiple states and territories. The role of the CSO is outreach, program development, technical assistance, monitoring and evaluation in support of the Corporation's national service network, and VISTA member support. CSO staff responds to technical assistance requests from potential sponsoring organizations that wish to develop proposals for VISTA projects. Staff also assists potential sponsoring organizations in refining project goals and objectives, in determining if the project is in accordance with the VISTA program mission, and that it will be likely to ensure a self-sustaining activity in the low-income community.

Each CSO is staffed by a State Program Director (SPD) and usually one or two State Program Specialists (SPS), and, in some cases, a State Program Assistant (SPA). The SPD provides final approval for a sponsoring organization's project plan. The SPD also provides final approval for selection of candidates to serve as VISTAs on a specific project. The CSO staff arranges for the VISTA to attend a Pre-Service Orientation and for VISTA supervisors to attend a Supervisors' Orientation.

The CSO staff conduct periodic project visits and review Project Progress Reports to monitor the sponsoring organization's use of the VISTAs, adherence to Corporation requirements, and progress toward achieving project goals.

The Corporation has divided the states into five clusters and appointed Area Managers for each cluster to provide management and direction at a regional level. CSOs are also responsible for the local management of the Corporation's three Senior Corps programs (Foster Grandparent Program, Senior Companion Program, and RSVP).

#### Office of Field Liaison

The Office of Field Liaison, located in Washington, D.C., provides management oversight for the Corporation State Offices and serves as the liaison between the State Offices and the VISTA and Senior Corps policy offices. The Office of Field Liaison works closely with VISTA HQ in ensuring that policy and programming priorities are in line with the local programming needs in the field, and that, in turn, VISTA programming is reflective of national priorities.

### Memo

To:

Ritchie Vinson

From:

Kelly DeGraff

Date:

7/18/2007

Re:

Response to Industry Comments for the VISTA Impact Study

### Responses to the industry questions submitted in regards to the VISTA Impact Study Draft SOW are:

Q: The objective of this evaluation is to assess the ability of organizations with VISTAs "to strengthen local organizations to serve low-income communities." For contractors to respond to this objective, the Corporation should provide baseline measures of the level of "strength" programs start out with before VISTAs join the program. AMSAQ R Baseline data from prior to VISTA project does not exist. Each organization will reference their capacity and sustainability in their project plan, but additional information will likely need to be collected.

- Q: One of the approaches to evaluate effectiveness might be to compare particular types of organizations with VISTAs with similar organizations that have not had the benefit of VISTAs. It is not clear, however, whether such an approach would be considered reasonable to the Corporation. AMSAQ R We are open to considering a variety of approaches.
- Q: It is not clear what the Corporation has in mind when it refers to the sustainability of an organization, particularly the potential impact of VISTA on sustainability, since projects/programs may exist for many years prior to assignment of VISTAs and continue to exist for many years following the VISTA presence. AMSAQ Clarify Sustainability UI
- R: A VISTA project is defined through the organization's VISTA application and project plan. This may be a stand-alone project or part of a larger, pre-existing program. Sustainability, for the purposes of this study refers to the VISTA project as outlined in the project plan.
- Q: It is not clear from the draft statement of work how the Corporation wants the contractor to handle missing data and imputations. More information about the data that can be provided and what is expected of the contractor would be useful. AMSAQ R: No further information is available at this time.
- Q: Is the Corporation seeking a one-time evaluation or a design that would enable on-going assessments of VISTA's goal of strengthening local organizations to conduct long-term anti poverty efforts? The RFP primarily focuses on conducting a one-time study of VISTA's effects on sponsoring organizations' efforts to build a sustainable anti-poverty program. However, some comments on page 1 of the document suggest the Corporation is seeking an on-going ("systematic") methodology it can use to assess VISTAs effectiveness on a periodic basis. The design and methodologies used in the study might differ depending on the answer to the question. U
- R: At this time VISTA is seeking a one-time evaluation to establish a <u>foundation</u> to be used in additional studies pending further funding.
- Q: Is the Corporation interested in assessing longer-term sustainability of VISTA effects on strengthening organizational ability to carry out anti-poverty efforts? The RFP suggests drawing a sample from sponsoring organizations that have completed no more than three years, or those in their third year of programming. Inclusion of a least some organizations whose projects have

been completed for a longer trim period, say six or eight years, would provide insights about more longstanding sustainability. UI

R: This is open for consideration.

Q: What is the timeline for the proposed study, length of project, project duration. AMSAQ, UI, Master Key

R: The contract is expected to conclude within 18 months of the award date.

- Q: Please provide an estimate of level of effort, for example, number of person years? UI R: No further information will be provided at this time
- Q: Recommend the scope of work include more specificity with respect to the "diverse sampling of projects across the country including diverse representation of program focus, size, and location." Master Key
- R: The sampling strategy will be developed as part of the study. In general, the contractor shall develop a sampling plan that will provide nationally representative results across the diverse range of all of VISTA's projects, and shall provide results for different subgroups of programs (e.g. housing, microenterprise, and community development), large organizations and small organizations, region of the country, and number of VISTA's serving in the project (1 VISTA, 2-4 VISTAs, 5-10 VISTAs, 11+ VISTAs).
- Q: Helpful to know the degree to which AmeriCorps expects that the activities under this procurement will be coordinated with those of AmeriCorps contracting organizations that currently are responsible for evaluation and monitoring activities and for providing technical assistance to AmeriCorps grantees. Master Key
- R: There is no specific expectation that the activities will be coordinated with those of existing AmeriCorps providers, but the information may be used to inform our future training and technical assistance.
- Q: Does AmeriCorps expect that some of the GPRA-related indicators required for grantee reporting be used for this VISTA impact assessment? Master Key

  R: VISTA sponsors are held accountable to specific output and outcome based performance measures. These may or may not be GPRA- related, and may or may not include measures of capacity or sustainability, but they would be a resource in evaluating the success of a VISTA project.
- Q: Does AmeriCorps VISTA have specific ideas for the type of integrated analysis of the mixed method data that will result from the impact assessment, or preferences for software used for this analysis, or is this the discretion of the proposing organizations? Master Key R: VISTA does not, at his time, have specific ideas in regards to this matter. The contractor should describe their approach in the proposal, and the selected contractor shall work with the COTR to further develop the plan.