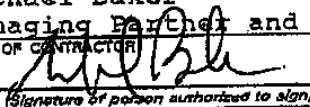



AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 20 PAGES		
2. CONTRACT (Proc. Inst. Ident.) NO. 53-3151-0-00004		3. EFFECTIVE DATE See block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0100580			
5. ISSUED BY USDA/FSA/MSD/AMB/SPS 1400 INDEPENDENCE AVE SW STOP 0567/ATTN: C.J.PHELPS WASHINGTON D.C. 20250-0567		6. ADMINISTERED BY (if other than item 5) SEE BLOCK #5					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WIDMEYER-BAKER GROUP, INC 1825 CONNECTICUT AVE, NW WASHINGTON D.C. 20009			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)				
9. DISCOUNT FOR PROMPT PAYMENT NONE			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN BLOCK #5				
11. SHIP TO/MARK FOR SEE INDIVIDUAL DELIVERY ORDERS		12. PAYMENT WILL BE MADE BY SEE BLOCK #5					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(a) <input type="checkbox"/> 41 U.S.C. 293(c) ()			14. ACCOUNTING AND APPROPRIATION DATA 980 00000 BUDGET OBJECT 2540				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	CREP INITIATIVE PUBLIC INFORMATION CAMPAIGN SEE SECTION C	SEE INDIVIDUAL DELIVERY ORDERS					
15G. TOTAL AMOUNT OF CONTRACT					\$ 497,719.75		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	17-19
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4-12	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	20
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	12	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	12	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	12-13	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	13-15	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	15-16				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are made herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print) Michael Baker Managing Partner and COO			20A. NAME OF CONTRACTING OFFICER VERLE MALIK				
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)		19C. DATE SIGNED 1-12-2000	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		20C. DATE SIGNED 1-12-00		

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SECTION B - SCHEDULE OF SUPPLIES AND PRICES

Task Orders issued under this contract shall use the fixed price labor rates identified below. A blanket AD-838 will be issued to provide funding for Task Orders issued under this contract. Task orders will be issued against the blanket SF-838.

B.1 Schedule Base Year

11/12/00 - 11/11/01

CLIN	DESCRIPTION	UNIT	HOURLY RATE
A0001	Project Manager	Hr.	\$ 98.52
A0002	Media Relations Director	Hr.	100.75
A0003	Government Relations Director	Hr.	100.75
A0004	Minority Director	Hr.	100.75
A0005	Creative Service Director	Hr.	100.75
A0006	Audio/Visual Director	Hr.	100.75
A0007	Account Supervisor	Hr.	65.38
A0008	Account Executive	Hr.	36.52
A0009	Account Assistant	Hr.	27.44
A0010	Research Associate	Hr.	36.52
A0011	Copywriter	Hr.	65.38
A0012	Clerical/Library	Hr.	33.07
A0013	Graphic Product Supervisor	Hr.	78.80
A0014	Graphic Artist	Hr.	54.12
A0015	Graphic Production Assistant	Hr.	34.82
A0016	Video/Audio Editor	Hr.	54.63
A0017	Video/Audio Production Assistant	Hr.	34.82

B.2 Schedule Option Year I

11/12/01 - 11/11/02

CLIN	DESCRIPTION	UNIT	HOURLY RATE
B0001	Project Manager	Hr.	\$ 101.48
B0002	Media Relations Director	Hr.	103.77
B0003	Government Relations Director	Hr.	103.77
B0004	Minority Director	Hr.	103.77
B0005	Creative Service Director	Hr.	103.77
B0006	Audio/Visual Director	Hr.	103.77
B0007	Account Supervisor	Hr.	67.34
B0008	Account Executive	Hr.	37.62
B0009	Account Assistant	Hr.	28.26
B0010	Research Associate	Hr.	37.62

CLIN	DESCRIPTION	UNIT	HOURLY RATE
B0011	Copywriter	Hr.	67.34
B0012	Clerical/Library	Hr.	34.06
B0013	Graphic Product Supervisor	Hr.	81.16
B0014	Graphic Artist	Hr.	55.74
B0015	Graphic Production Assistant	Hr.	35.86
B0016	Video/Audio Editor	Hr.	56.26
B0017	Video/Audio Production Assistant	Hr.	35.86

B.3 Schedule Option Year II

CLIN	DESCRIPTION	UNIT	HOURLY RATE
C0001	Project Manager	Hr.	\$ 104.52
C0002	Media Relations Director	Hr.	106.88
C0003	Government Relations Director	Hr.	106.88
C0004	Minority Director	Hr.	106.88
C0005	Creative Service Director	Hr.	106.88
C0006	Audio/Visual Director	Hr.	106.88
C0007	Account Supervisor	Hr.	69.36
C0008	Account Executive	Hr.	38.75
C0009	Account Assistant	Hr.	29.11
C0010	Research Associate	Hr.	38.75
C0011	Copywriter	Hr.	69.36
C0012	Clerical/Library	Hr.	35.08
C0013	Graphic Product Supervisor	Hr.	83.59
C0014	Graphic Artist	Hr.	57.41
C0015	Graphic Production Assistant	Hr.	36.94
C0016	Video/Audio Editor	Hr.	57.95
C0017	Video/Audio Production Assistant	Hr.	36.94

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SECTION C - DESCRIPTION /SPECIFICATION /WORK STATEMENT**C.1 Background**

(a) The Conservation Reserve Enhancement Program (CREP) is a new initiative established as part of the highly successful Conservation Reserve Program (CRP). CRP, administered by the Farm Service Agency (FSA), is the Federal Government's single largest environmental improvement program. It protects millions of acres of environmentally sensitive land, increases wildlife habitat, and safeguards ground and surface water.

(b) Since 1986, CRP has encouraged and helped farmers to plant long-lasting areas of ground cover on environmentally sensitive cropland. In return for their participation in the program, producers receive annual rental payments and cost-share assistance. By reducing erosion and runoff, CRP has achieved notable improvements in water and air quality. The program also has established millions of acres of wildlife habitat, many of them benefitting endangered or threatened species.

(c) In February 1997, the Department of Agriculture promulgated Conservation Reserve Program regulations providing for the establishment of State Conservation Reserve Enhancement Program (CREP) projects. CREP expands CRP's effectiveness by allowing USDA to work in partnership with States and local interests to meet specific conservation objectives. As with CRP, under CREP contracts require a 10- to 15-year commitment to keeping lands out of agricultural production, ensuring lasting benefits.

(d) In October 1997, Vice President Gore sent a memorandum to Secretary Glickman directing him to use CREP to address critical water quality, soil erosion and fish and wildlife habitat needs, including habitat needs for threatened and endangered species. The Vice President specifically directed the Secretary to use the program to protect important fish habitat in the Pacific Northwest and California.

(e) In February 1998, President Clinton released the administration's Clean Water Action Plan which specifically directs the Department of Agriculture to "develop as many new agreements with states as practicable to use the Conservation Reserve Enhancement Program to improve watersheds."

(f) The Department has already executed CREP agreements with eight States: Maryland, Minnesota, Illinois, New York, Oregon, Washington, North Carolina and Delaware. Agreements in Pennsylvania and Virginia are expected soon. Draft proposals have been received from several other states, and many more have communicated an interest in, or are actively developing proposals.

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(g) Conservation and environmental improvement, maintaining and improving clean air and water are a high priority of the Administration, the Department of Agriculture, and FSA. CREP represents an important opportunity to inform and educate the public about FSA's conservation programs. The availability of funds and program flexibility, combined with expressions of interest from a variety of partners (both States and others) give us the opportunity to address a number of important environmental issues and demonstrate the environmental compatibility of good farming practices.

(h) However, response to the program by producers has been tepid. From the signing of the Maryland agreement in October 1997 until October 1999, the CREP program there enrolled about 12,000 acres -- only 12 percent of the goal of 100,000. The success of the program will hinge on reaching the public and informing them about the program's benefits.

(i) Current public information efforts for the CRP and CREP are outreach through meetings and public functions, press releases, some photo opportunities, literature, etc. While these efforts are the best uses of the resources available, they fall far short of the requirements of a truly effective public information program. See Exhibits 1 (The Conservation Reserve Program annual report), 2 (CRP information brochure), 3 (CRP Continuous Sign-Up brochure), and 4 (CREP information brochure).

(j) Just reaching members of the agricultural community is no longer sufficient to assure that FSA and its programs get appropriate attention and consideration among lawmakers and other influential sectors of society. Formerly, our constituents were mainly farmers, ranchers, landowners, and other members of the agricultural sector. As the Agency's focus has shifted from market support to conservation, so our potential constituency has expanded enormously -- while at the same time, our traditional constituency has declined in numbers and influence.

(k) Conservation and environmental protection are important issues to large sectors of the population; they carry great weight in the public debate. The taxpayers have shown that they are willing to pay for clean water and air; CRP and CREP offer a lot of bang for the environmental buck. Also, they're non-coercive, and CREP depends on local support and guidance -- important considerations at a time when the public is becoming more sensitive to government intrusion.

(l) Because environmental issues' high profiles, private sector organizations including business corporations, not-for-profit environmental organizations, and others are potential allies and partners in the campaign. Corporations and the foundations they set up often give contributions to environmental organizations, and corporations often publicize their involvement in environmental efforts as examples of their commitments to the public well-being. The resources and other contributions they can make to the CREP effort could be extremely valuable.

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C.2 Objective

- (a) The objectives of this IDIQ contract for a CREP public information campaign are to:
- (1) Encourage State and local governments to participate;
 - (2) Educate farmers and landowners; encourage them to participate in local CREP initiatives; and
 - (3) Promote public awareness of the program; educate the public about it.

C.2.1 Targets

- (a) The campaign must reach the following audiences:

(1) State lawmakers and conservation departments. Efforts here should go beyond merely encouraging a State's participation in the initiative. We need the States to be full partners: to contribute serious amounts of their own funds and help in information and education efforts. The level of support and enthusiasm among State and local officials can make the difference in any given State between a highly successful CREP and indifferent results. Unfortunately, when 100 State Biologists were asked recently if they even knew about the CRP, less than a third raised their hands. These groups will be influenced by each of the following constituencies.

(2) Agricultural landowners and producers. Public information efforts toward this group would have three goals.

- (i) Awareness of the national program;
- (ii) Encouraging and supporting State participation in the initiative; and
- (iii) Encouraging the greatest number of potential applicants to participate.

(3) National and local conservation, environmental, and wildlife groups. These are natural partners in the initiative. They have extensive educational resources and can contribute valuable publicity and support. Partnerships with them can take advantage of their relationships with State officials and legislators, as well as the support and activism of their members. Also, many such groups are financially capable of becoming partners in actual CREP agreements. Gaining their help should be a high priority.

(4) National and State Farm and Commodity groups. These are not only good allies, but can provide channels of communication to targeted producers and landowners.

- (5) The General Public. Public education is vital in the following contexts:

- (i) Awareness of the national program;
- (ii) Support of individual State programs;
- (iii) Support and encouragement of producers' participation.

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C.3 Scope

(a) The project will be a nationwide public information campaign, encompassing national and local news media, aimed at the constituencies noted above. The contractor will be expected to develop and implement an initiative that will result in favorable coverage in national news magazines and broadcast media, major and local newspapers, and more specialized national magazines such as Discovery and National Geographic, publications aimed at farmers, and those aimed at conservationists and conservation-minded members of the general public.

(b) The contractor will also be expected to develop an effort helping FSA set up partnerships between the Agency, other USDA Agencies, other government departments, and national private sector organizations, such as conservation groups, other non-profits, and/or businesses. The purpose of this effort would be to enlist their help in promoting soil and water conservation in general and the CRP and CREP in particular, in return for the favorable publicity that would attach to such a partnership.

C.4 Quality Control

(a) The Contractor will submit a concise summary on its activities every Tuesday for the duration of the Contract. The Contractor will also submit a more detailed report answering specific questions, when requested to do so by the Contracting Officers Technical Representative (COTR).

(b) At intervals of at most three months, at times to be mutually agreed upon by the Contractor and the COTR, the Contractor will present a detailed report of the progress of the promotional campaign, noting all actions taken by the Contractor, and recommending further actions to be taken by the Contractor.

(c) No publication, video, or audio item will be released without the specific approval of the Project COTR. The Project COTR must approve the specific quantities of all items to be produced. The Contractor will be available for communication with the Project COTR at all times during the work week.

C.5 Quality Assurance

(a) The Contractor's physical and electronic products (literature, Power Point presentations, print and broadcast public service announcements) must be comparable in quality to the national standard for this type campaign.

(b) Appropriate standards for evaluating the above qualities will be agreed upon by the Contractor and the Project COTR.

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(c) The Contractor will present a plan for implementing a public/private sector partnership. Acceptable results will be a partnership that results in measurable increases in public exposure, as shown by advertisements, exposure on partner's products, and news stories that can be shown to result from the activities of the Contractor.

(d) Acceptable results in promoting exposure in the national media will be mutually agreed upon by the Contractor and the Project COTR, and will include:

- (1) Broadcast news stories on major networks such as NBC, CBS, ABC, CNN, etc., that can be shown to result from the activities of the Contractor.
- (2) Feature stories in national news magazines, such as Time, Newsweek, U.S. News and World Report, etc.
- (3) Feature stories in national special interest audience publications such as Discover, National Geographic, etc.

(e) The contractor may also be called upon to help craft responses to unexpected public issues, controversy, etc. related to the project.

C.6 Requirements/Tasks

C.6.1 Task Requirements

(a) The Contractor will develop and implement a public information campaign including, but not limited to, the following:

- (1) Television, radio, and print public service announcements advertising the CRP and CREP.
- (2) Promotional literature.
- (3) Promotional videos and Power Point presentations for use by FSA personnel in making presentations in constituent meetings.
- (4) Promotional partnerships with private sector non-profit organizations and/or business corporations.
- (5) Stories favorable to CRP, CREP, and FSA published in national news magazines and broadcast media, major and local newspapers, and more specialized national magazines such as Discover and National Geographic, publications aimed at farmers, and those aimed at conservationists and conservation-minded members of the general public.

C.6.2 Sequence

(a) The Contractor will:

- (1) Review research consisting of literature review and draft focus group report to determine what has been done, both by FSA and by other agencies/organizations, in promoting similar programs.

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- (2) Prepare report with recommendations for promotional campaign, based on consultation.
- (3) Present recommendations to Project COTR.
- (4) Implement campaign, based on consultation and approval of Project COTR.

C.6.3 End Results/Deliverables

- (a) Deliverable will be the following:
 - (1) Plan for partnership with private sector entities, tying in and enhancing promotional campaign.
 - (2) Public service advertisements for television, radio, and print in accordance with approved plan.
 - (3) Placement of public service advertisements in appropriate media, in accordance with approved plan.
 - (4) Favorable and promotional stories in major national print and broadcast news media.
 - (5) Implementation of private sector partnership, in accordance with approved plan.
 - (5) Other items and actions, in accordance with approved plan.

C.6.4 Schedule

(a) Campaign Plan	30 calendar days, after date of contract award
(b) Partnership Plan	As agreed
(c) Public service advertisements	As agreed
(d) Placement of public service advertisements	As agreed
(e) Partnership agreement	As agreed
(f) Other items and actions	As agreed

C.7.1 Key Personnel (AGAR 452.237-74) (FEB 1988)

- (a) The Contractor shall appoint a single point of contact to correspond directly between the Contractor and FSA personnel administering the program.

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

Project Manager: Mr. Scott Ward
Media Relations Director: Mr. Brain Faith.
Government Relations Director: Mr. Kevin Bonderud
Minority Outreach Director: Ms. Diane Powers
Creative Services Director: Ms. Melinda Love
Audio/Visual Director: Mr. Frederick Rehbein

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

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

C.7.2 QUALIFICATIONS:

(a) **PROJECT MANAGER:**

(1) **GENERAL EXPERIENCE:** Minimum 10 years experience in media relations, public relations, advocacy/grassroots communications, social marketing or related.

(2) **SPECIFIC EXPERIENCE:** Experience in developing, implementing and managing communications outreach campaigns. Knowledge of and experience with creating preferred.

(3) **EDUCATION:** Bachelor's degree or higher in journalism, public relations, communications or related field, or equivalent professional experience.

(4) **FUNCTION:** Provides overall project management and oversight. Provides overall strategic vision. Acts as liaison between Government personnel and contractor. Ensures quantitative and qualitative compliance on all milestones, deliverables and other contract requirements. Maintains close working relationship with contract officer and technical representative throughout contract.

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(b) MEDIA RELATIONS DIRECTOR:

- (1) **GENERAL EXPERIENCE:** Minimum 10 years experience in media relations, public relations, advocacy/grassroots communications, social marketing or related
- (2) **SPECIFIC EXPERIENCE:** Experience in developing, implementing and executing national and local media relations campaigns.
- (3) **EDUCATION:** Bachelor's degree or higher in journalism, public relations, communications or related field, or equivalent professional experience.
- (4) **FUNCTION:** Oversees implementation of media relations component of communications outreach plan. Reports to Project Manger.

(c) GOVERNMENT RELATIONS DIRECTOR:

- (1) **GENERAL EXPERIENCE:** Minimum 10 years experience in interfacing with government agencies or elected officials.
- (2) **SPECIFIC EXPERIENCE:** Knowledge of and experience in engaging government agencies and elected officials on agricultural, environmental or related issues on the state and local level.
- (3) **EDUCATION:** Bachelor's degree or higher in political science, communications or related field, or equivalent professional experience.
- (4) **FUNCTION:** Oversees outreach to state government agencies and elected officials regarding participation in and promotion of CREP in their state. Reports to Project Manager.

(d) MINORITY OUTREACH DIRECTOR:

- (1) **GENERAL EXPERIENCE:** Minimum 10 years experience in public relations, advocacy/grassroots communications, social marketing or related field.
- (2) **SPECIFIC EXPERIENCE:** Demonstrated ability and experience in developing broad-scale communications outreach campaigns targeted at minority communities.
- (3) **EDUCATION:** Bachelor's degree or higher in journalism, public relations, communications or related field, or equivalent professional experience.
- (4) **FUNCTION:** Assist Project Manager in developing component of communications plan to reach out specifically to minority farmers and landowners. Outreach mechanisms may include developing story ideas targeted to minority media and developing partnerships with associations and organizations that serve minority interests. Reports to Project Manager.

(e) CREATIVE SERVICES DIRECTOR:

- (1) **GENERAL EXPERIENCE:** Minimum 10 years experience in graphic design, graphics communications or related field.
- (2) **SPECIFIC EXPERIENCE:** Minimum 5 years managing art department capable of delivering materials necessary for national communications outreach campaign.
- (3) **EDUCATION:** Bachelor's degree or higher with major or minor in graphic

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design. Additional communications course work preferred. Or equivalent professional experience.

(4) **FUNCTION:** Oversight and quality control of printed, on-line and similar collateral material. Reports to Project Manager.

(f) AUDIO/VISUAL DIRECTOR:

(1) **GENERAL EXPERIENCE:** Minimum 10 years experience in A/V production and direction.

(2) **SPECIFIC EXPERIENCE:** Experience in scripting, shooting and editing such A/V materials as public service announcements, commercials and programs.

(3) **EDUCATION:** Bachelor's degree or higher with major or minor in radio, TV or related area; or equivalent professional experience.

(4) **FUNCTION:** Oversees development and production of all video, radio and related materials. Reports to Project Manager.

SECTION D - PACKAGING AND MARKING

D.1 Marking

All contractor delivered documentation will contain a cover page specifying the contract number, Task Order number, project title, COTR name and deliverable title.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Solicitation Provisions Incorporated by Reference (FAR 52.252-1)(Jun 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given 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 offerors and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>

52.246-2 Inspection of Supplies - Fixed Price (AUG 1996)

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Solicitation Provisions Incorporated by Reference (FAR 52.252-1)(Jun 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given 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

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be completed by the offerors and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>

52.242-15 Stop Work Order (AUG 1989)
52.242-17 Government Delay of Work (APR 1984)

F.2 Task Order Delivery

All Task Orders issued for this requirement shall be firm fixed-price and will specify the time and method of delivery and/or performance.

F.3 Task Order Deliverable Submission

All deliverables shall be submitted in accordance with the following requirements unless otherwise mutually agreed to by the individual task order(s):

(a) Reports should be in Corel Word Perfect 8.0 format unless otherwise agreed upon by the contractor and the Contracting Officer (CO)

(b) The government shall have 10 business days in which to review deliverables and provide written comments to the Contractor.

(c) The contractor shall have 5 business days in which to incorporate the government's comments into the deliverables.

(d) The COTR shall have three business days to review the re-submitted (revised) deliverables and to provide written comments to the contractor.

(e) Draft reports shall be provided to the COTR and CO in electronic format (either 3 1/2 diskette or by electronic mail)

(f) Final reports shall be in electronic format (either 3 1/2 diskette or sent by electronic mail). Five printed copies shall be provided to the COTR

SECTION G - SPECIAL CONTRACT REQUIREMENTS

G.1 Contracting Officer's Authority

(a) The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract prices to cover any increases in changes incurred as a result thereof.

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

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Representative (COTR).

(c) The Contracting Officer is Verle Malik. The Contract Specialist isCarolynn J. Phelps. When using regular mail, use the following address:

USDA/FSA/MSD/AMB/SPS
STOP 0567
1400 Independence Avenue, SW
Washington, D.C. 20250-0567

(d) When express mailing or hand delivering to the Contracting Officer/Contract Specialist, use the following address:

USDA/FSA/MSD/AMB/SPS
1280 Maryland Avenue, SW, Suite 580A
Washington D.C. 20024
ATTN: Carolynn J. Phelps

Phone: (202) 205-5649
Fax: (202) 690-0689

G.2 Contracting Officer Representative Responsibilities

(a) A Contracting Officer's technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to monitor the Contractor's performance under the contract and notify the Contractor and the Contracting Officer of any deficiencies observed; and to coordinate Government furnished property available. The COTR shall be the single coordinating point of contact with the Contractor, other than the Contracting Officer. A more comprehensive list of responsibilities and limitations will be provided to the Contractor after contract award. Within five business days after contract award, the Contractor will be provided with a copy of the COTR appointment letter. The Contractor shall review the letter, address any questions to the Contract Specialist regarding the appointment letter, and return a signed original of the letter to the Contract Specialist within 15 calendar days after contract award. Failure by the Contractor to return a signed copy of the appointment letter within the above required time frame will indicate the Contractor's acceptance of the COTR appointment letter terms.

(b) The COTR assigned to this contract is Mr. Dann Stuart (202) 690-0474.

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G.3 Contract Administration

(a) This contract will be administered by:

USDA/FSA/MSD/AMB/SPS
1400 Independence Ave. SW
STOP 0567 / ATTN:Carolynn J. Phelps
Washington D.C. 20250-0567

(b) Copies of all correspondence concerning this contract must be provided to the Contracting Officer/Contract Specialist at the above address and shall reference to the contract number.

G.4 Government Furnished Property (GFP)

There is no GFP for this contract. GFP may be provided under this contract if determined to be in the best interest of the Government.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 Effective Period of the Contract (AGAR 452.211-6) (Feb 1988)**

The effective period of this contract is from date of award through twelve (12) months with two, one year option periods. If all option periods are exercised, the contract will end three(3) year from date of award.

H.2 Option To Extend The Term Of The Contract--Fixed Price Contract (AGAR 452.217-78) (FEB 1988)

(a) The Government has the option to extend the term of this contract for 2 additional periods. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 0 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-Day period. This preliminary notification does not commit the Government to exercising the option.

(b) Exercise of an option will result in the following contract modifications:

The period of performance of the contract will be modified to increase by twelve (12) calendar months.

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H.3 Post Award Conference

A post award conference may be held to review the contract, answer questions, and initiate the contract activity. The date, time, and location for the post award meeting will be provided to the contractor at time of contract award.

H.4 Contractor's Release Form

A Contractor's Release is required under this contract. The form shall be submitted using the format established in Attachment D, Contractor's Release Form. The Government may withhold final payment until receipt of the completed Contractor Release document. The contractor is encouraged to submit the release form with the final invoice or within thirty (30) calendar days of completion of the contract to the Contracting officer.

H.5 Organizational Conflict of Interest

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

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SECTION I - CONTRACT CLAUSES**L1 Solicitation Provisions Incorporated by Reference (FAR 52.252-1)(Jun 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given 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 offerors and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.armet.gov/far>

- 52.202-1 Definitions (OCT 1995)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-7 Anti-Kickback Procedures (JUL 1995)
- 52.203-8 Cancellation, recession, and recovery of Funds for Illegal or Improper Activity(JAN 1997)
- 52.203-12 Limitation on Payments to influence Certain Federal Transactions (JUN 1997)
- 52.203-10 Price or Fee Adjustment For Improper or Illegal Activity (JAN 1997)
- 52.204-4 Printing/Copying Double-Sided on Recycled Paper (JUNE 1996)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUL 1995)
- 52.215-2 Audit--Negotiations (AUG 1996)
- 52.215-8 Order of Precedence (OCT 1997)
- 52.215-12 Subcontractor Cost and Pricing Data (OCT 1997)
- 52.215-13 Subcontractor Cost or Pricing Data-Modifications (OCT 1997)
- 52.215-14 Integrity of Unit Prices (OCT 1997)
- 52.215-19 Notification of Ownership Changes (OCT 1997)
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data(OCT 1997)
- 52.215-21 Requirements for Cost ro Pricing Data or Information Other than Cost or Pricing Data - Modifications (OCT 1997)
- 52.217-8 Option to Extend Services (AUG 1989)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer)
- 52.219-8 Utilization of Small Business Concerns (JAN 1999)
- 52.219-14 Limitations on Subcontracting (DEC 1996)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- 52.222-3 Convict Labor (AUG 1996)
- 52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (JUL 1995)
- 52.222-26 Equal Opportunity (FEB 1999)
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR '98)

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- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
- 52.223-6 Drug Free Work Place(JAN 1997)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises(May 1999)
- 52.227-1 Authorization and Consent (JUL 1995)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.227-17 Rights in Data--Special Works (JUN 1987)
- 52.229-3 Federal, State, and Local Taxes (JAN 1991)
- 52.232-1 Payments (APR 1984)
- 52.232-8 Discounts for Prompt Payment (MAY 1997)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (JUN 1997)
- 52.233-1 Disputes (DEC 1998)
- 52.233-3 Protest After Award (AUG 1996)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes- Fixed Price (AUG 1987)
- 52.244-1 Reserved
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.246-25 Limitation of Liability--Services (FEB 1997)
- 52.249-2 Termination For Convenience of Government (Fixed Price) (SEPT 1996)
- 52.249-8 Default (Fixed Price Supply and Service) (APR 1984)
- 52.249-14 Excusable Delays (APR 1984)

I.2 Ordering - FAR 52.216-18 (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 36 calendar months, if all options are exercised.

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

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

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L3 Order Limitations - FAR 52.216-19 (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an item quantity of less than \$ 500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$100,000;

(2) Any order for a combination of items in excess of \$500,000;

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

L4 Indefinite Delivery -FAR 52.216-22- (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period;

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provided, that the Contractor shall not be required to make any deliveries under this contract after 39 months from date of contract award.

SECTION J -ATTACHMENTS

The following attachment are part of this Contract:

Attachment A - Task 1 Literature Review (53 pages)

Attachment B - Task 1 Literature Review Articles (309 pages)

Attachment C - Conservation Reserve Enhancement Program Final Report (DRAFT) (35 pages)

Attachment D - Contractor's Release Form (1 page)

NOTE: Solicitation Section K, L and M are incorporated into this contract by reference.

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