

**BOARD OF GOVERNORS  
OF THE  
FEDERAL RESERVE SYSTEM  
WASHINGTON, D. C. 20551**

MANAGEMENT DIVISION

5/9/03 7:50 AM

**SOLICITATION, OFFER, AND AWARD  
####**

Gentlemen:

The Board of Governors of the Federal Reserve System hereby issues this Solicitation, Offer, and Award to INSERT DESCRIPTION as described in Section C, the Statement of Work.

By no later than \_\_\_\_\_, 2002, those intending to submit proposals are required to express their intent by telephone (confirmed by facsimile), facsimile, or either postal or electronic mail. Amendments issued, if any, after this date will not be furnished to those potential Offerors that have not advised this office of their intent to propose.

Pertinent dates associated with this Solicitation are:

Release of SOA: \_\_\_\_\_, 2002  
Preproposal conference: \_\_\_\_\_, 2002 IF DELETE,  
DELETE L.14  
Closing date for inquiries: \_\_\_\_\_, 2002  
Submission of proposals: \_\_\_\_\_, 2002  
2:00 p.m.  
Washington, DC, time

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

Interested parties may direct questions regarding this  
Solicitation to me at the following address:

Board of Governors of the Federal Reserve System  
Attention: Procurement Section, Mail Stop 128  
20th and Constitution Avenue, NW  
Washington, DC 20551

Telephone (202)452-####/Fax 728-5826/E-mail ####@frb.gov

Very truly yours,

Senior Contract Specialist  
Procurement Section, Management Division

**5/9/03 7:50 AM**

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

*[INSERT SOA FORM]*

**SECTION B**

**COST/PRICE PROPOSAL FORM**

**B.1 SERVICES TO BE PROVIDED**

Offerors shall submit in their proposals the prices to provide the goods or services set forth in Section C, the Statement of Work and the Specifications and Drawings, of this Solicitation. Offerors shall use the forms included in this Section B when submitting their Cost/Price Proposals.

**B.2 ESTIMATED QUANTITIES**

The quantities shown herein are estimates, based on the best information available to the Board. Such estimates are being furnished solely as a basis for computation of prices and price totals. They are provided for evaluation purposes only. The Contractor shall furnish all services that may be ordered during the term of the Contract.

**B.3 INDEFINITE QUANTITY**

a. This is an indefinite-quantity contract for the goods or services specified, and effective for the period stated in the Contract.

b. Delivery or performance shall be made only as authorized. The Contractor shall furnish, when and if ordered, the goods or services specified in the Contract.

c. Except for any limitations in Section C, there is no limit on the number of orders that may be issued.

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.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

*[INSERT PRICE FORM HERE]*

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

**SECTION C**

**STATEMENT OF WORK**

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

*[INSERT SOW HERE]*

**SECTION D**

**WARRANTY - N/A  
IF N/A, DELETE PARAGRAPHS**

D.1 WARRANTY DURATION

The Contractor shall warrant all equipment and/or systems installed to be free from all defects in materials or workmanship for NUMBER SPELLED OUT (#) year(s) from the date of acceptance by the Board's Contracting Officer's Technical Representative. The Contractor shall repair or replace the defective equipment or systems at no cost to the Board during such warranty period.

D.2 REPLACEMENT PARTS

The Contractor shall warrant that replacement parts for all equipment, systems, or their components, shall be available throughout the life of the warranty described in Paragraph D.1 above.

**SECTION E**

**INSPECTION AND ACCEPTANCE**

E.1 INSPECTION AND ACCEPTANCE

The Contracting Officer's Technical Representative will make inspection and acceptance of the goods and services at intervals specified by the COTR. This inspection shall include, but not be limited to, inspection for Year 2000 compliance.

E.2 YEAR 2000 COMPLIANCE

The Offeror shall warrant that each product delivered under this Contract and listed below shall be able to accurately process

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

date data including, but not limited to, calculating, comparing, and sequencing from, into, and in between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date data with it. If the Contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then this warranty shall apply to those listed products as a system. Notwithstanding inspection and acceptance by the Board of products furnished under this Contract, or any condition of this Contract concerning the conclusiveness thereof, if a product furnished under this Contract does not perform as warranted above, the remedies available to the Board shall include prompt repair or replacement, at the Contractor's expense, of any listed product whose nonconformance is discovered and made known to the Contractor at any point during the Board's use of the product. Nothing in this warranty shall be construed to limit any rights or remedies the Board may otherwise have under this Contract.

### E.3 REDELIVERY OF WORK

If any of the services delivered by the Contractor under this Contract do not conform with the descriptions contained in Section C, the Statement of Work and the Specifications and Drawings,, the Contracting Officer may direct the Contractor to deliver the services again, in conformity with Section C, and the Contractor shall not reinvoice the Board for such rework. When defects in services cannot be corrected by re-delivery, as determined by the Contracting Officer's Technical Representative, the Contracting Officer may (1) require the Contractor to take actions to assure the Board that future deliveries will conform to contract requirements, and (2) reduce the future amounts invoiced by the Contractor to reflect the reduced value of the nonconforming services.

If the Contractor again fails to deliver conforming services after attempting to re-deliver, or to take the actions necessary to ensure future conformance with contract requirements, the Board may (1) by contract or otherwise, engage a third party to perform and deliver the services in place of the Contractor and charge to the Contractor any charges (that do not exceed the fees paid to Contractor) incurred by the Board that are directly

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

related to this third-party performance, or (2) terminate this Contract for default in accordance with the General Contract Provisions.

Notwithstanding any of the foregoing provisions, at any time, the Contracting Officer may require the Contractor to remedy by correction or replacement of contractor's personnel, without cost to the Board, any failure by the Contractor to comply with the requirements of this Contract if failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of any of the contractor's personnel, or (2) the conduct of one or more of contractor's personnel selected or retained by the Contractor after the contractor's management have grounds to believe that its personnel are unqualified or habitually careless.

## **SECTION F**

### **CONTRACT DELIVERABLES**

#### F.1 DELIVERABLES

The Contractor shall ....

#### F.2 WARRANTIES

Copies of all warranties, for both material and labor, shall be provided prior to final invoice.

#### F.3 REPORTS

The Contractor shall submit reports, which may include draft and final reports in both print and electronic format.

#### F.4 INSURANCE CERTIFICATES

The Contractor shall provide the Board with insurance certificates for each policy term throughout the performance period.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

#### F.5 MANUALS

The Contractor shall submit INSERT DESCRIPTION FOR EXAMPLE TECHNICAL, OPERATIONAL, USER GUIDES, AND SO FORTH.

### **SECTION G**

#### **INQUIRIES**

##### G.1 POINT OF CONTACT

The Board's contact person responsible for providing additional information and answering inquiries about this Solicitation is the Contract Specialist.

a. All communications, such as requests for clarification and/or information concerning this Solicitation, shall be submitted in writing to the following address:

Board of Governors of the Federal Reserve System  
Attention: Procurement Section, Mail Stop 128  
20th Street and Constitution Avenue, NW  
Washington, DC 20551

Telephone (202)452-####/Fax 728-5826/E-Mail ####@frb.gov

b. Inquiries shall be submitted in writing no later than INSERT DATE.

c. Answers to questions will be provided to potential Offerors giving due regard for the proper protection of proprietary information.

d. Information concerning this Solicitation or requests for clarification will not be provided in response to offeror-initiated telephone calls. All such requests shall be made in writing and submitted to the above address. Questions shall identify the specific area of this Solicitation, citing the particular section and paragraph of this Solicitation in which clarification is desired. All questions and answers shall be

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

provided to all prospective Offerors by the Contract Specialist. Sources of questions will not be identified.

NOTE: OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY **SPECIALIST'S NAME** IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT(S) AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT SHALL BE SUBMITTED TO THE CONTRACT SPECIALIST.

## SECTION H

### KEY PERSONNEL

#### H.1 APPROVAL OF KEY PERSONNEL

Offerors shall submit resumes with their Technical Proposals (Volume II) of those persons that are essential for the performance of the goods or services described in Section C, the Statement of Work and the Specifications and Drawings, and who will be assigned to the resulting contract ("Key Personnel"). Key Personnel shall not be removed or replaced by the Contractor without prior notification to and approval by the COTR, and the COTR will approve any replacement Key Personnel prior to their replacement. Approval of Key Personnel will not be unreasonably withheld.

#### H.2 PERSONNEL QUALIFICATIONS

Offerors shall indicate in their Technical Proposals how their Key Personnel will direct or perform the work as described in Section C. In addition, Offerors shall explain the procedures for training Key Personnel. Letters of commitment shall be included in the Technical Proposals for all Key Personnel.

#### OPTIONAL

Each Offeror shall include a "personnel plan" in its Technical Proposal that includes a matrix listing all Key Personnel of the Offeror who will have responsibility over the Contract, which shall include the offeror's subsidiaries and subcontractors, where appropriate. The "personnel plan" shall also include

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

procedures the Offeror intends to use to provide fully qualified personnel to perform the work required in Section C. Descriptions of the skill sets, qualifications, and experience requirements for the remaining positions to be employed to perform the work required in Section C shall be included, but need not contain the names of any of the individuals being proposed for those positions.

OPTIONAL

This Solicitation, Offer, and Award does not require the identification of Key Personnel.

OPTIONAL

Brief resumes of the Key Personnel proposed for work on the program shall be included, but need not go below the top three levels of key management and/or technical personnel. Letters of commitment shall be included for all personnel proposed for these key positions.

Descriptions of the skill sets, qualifications, and experience requirements for the remaining positions to be employed on the program shall be included, but need not contain the names of any of the individuals being proposed for those positions.

## **SECTION I**

### **EVALUATION AND AWARD PROCESS**

#### **I.1 EVALUATION OF PROPOSALS - PASS/FAIL**

a. A proposal consists of Volume I (Offer), Volume II (Technical Proposal), and Volume III (Cost/Price Proposal) submitted by an offeror responding to this Solicitation, Offer, and Award, ####. Each Offeror shall submit a Technical Proposal and a Cost/Price Proposal, according to the guidelines presented in the following:

- (1) Section L, General Instructions and Information

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

(2) Section B, Cost/Price Proposal Forms

(3) Section C, Statement of Work.

NOTE: Offerors are advised that a one-word response (for example, "comply") to a mandatory requirement is not sufficient and that such a response will receive a "fail" rating, thereby causing the entire proposal to be rated as "fail."

The Cost/Price Proposal shall be submitted in the format provided in Section B of this Solicitation.

b. Each Technical Proposal will be subject to the same review and "pass/fail" analysis by the Board's technical evaluation team. Each Technical Proposal will be examined to determine if it meets all mandatory requirements set forth in Section C and Section L. If any mandatory requirement is not met, the Technical Proposal will be given a "fail" rating and will receive no further consideration, and its corresponding Cost/Price Proposal will not be considered. Technical Proposals that meet all mandatory requirements will receive a "pass" rating, and their corresponding Cost/Price Proposals will qualify for evaluation.

ALTERNATE

I.1 EVALUATION OF PROPOSALS - MANDATORY REQUIREMENT(S) AND PRICE AND TECHNICAL POINTS

a. Each Offeror shall submit a technical proposal and a cost/price proposal according to the guidelines presented in Section L, General Instructions and Information, Proposal Submission. In addition, the Cost/Price Proposal shall be submitted in the same format as the sample form provided in the Section B, the Cost/Price Proposal Form.

Each response to this Solicitation shall be subject to the same review and assessment process by Board technical and cost evaluation teams.

b. Each proposal will first be examined to determine if it meets all mandatory requirements set forth in Section C, Statement of Work and the Specifications and Drawings. If any mandatory requirement is not met, the proposal will be rejected.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

Proposals that meet all mandatory requirements qualify for further evaluation.

Only those offeror proposals that meet all mandatory requirements will receive up to Number (#) technical points. In addition, these proposals will receive NUMBER (#) cost points in inverse proportion to the ratio of their cost to that of the lowest proposal.

Technical and cost points will be combined to determine the winner.

c. Technical Proposal

Factor No. 1: Personnel/Past Performance

This factor involves an evaluation of the offeror's references and past performance and the references and experience of its KEY PERSONNEL.

Factor No. 2: Overall Strategy, Technical Approach, and Methodology

This factor involves evaluation of the data submitted with the offer that explains the offeror's procedures for completing the solicitation requirements.

Factor No. 3: Detailed Implementation Plan

This factor involves evaluation of how thorough the Offeror explains and outlines the work plan.

d. Cost/Price Proposal

This factor will be evaluated on the basis of overall reasonableness of the evaluated price in relation to the total effort. The lowest acceptable price will be awarded NUMBER (#) points, and higher priced bids will get points in an inverse proportion.

I.2 FACTORS TO DETERMINE A RESPONSIBLE OFFEROR

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

a. Offerors shall provide financial statements for its two most recently completed fiscal years.

b. The Offeror shall disclose any actions pending before any body competent to rule on, adjudicate, or referee any legal dispute, including labor or workers' compensation controversies, or bankruptcy filings.

c. The Offeror shall possess, as of the date of release of this Solicitation, all required licenses and/or permits to conduct business both in the jurisdiction in which their main offices are located, and in Washington, D.C. The Offeror shall indicate the type(s) of licenses and/or permits that have been issued to them, and the names of the issuing jurisdictions. The Offeror shall provide copies of such licenses and/or permits if requested. The Offeror shall keep current all required licenses and permits.

If an offeror has any actions pending, has financial statements that are weak, has not obtained or retained the required licenses and/or permits, or fails to provide any other information required by this Solicitation, the Offeror shall fully explain such action or deficiency so that the Contracting Officer may have sufficient information to determine whether the Offeror is a responsible Offeror.

d. The Offeror shall certify, as of the date of release of this Solicitation, that it has paid all taxes due, withholding or otherwise, and that it is not a party to any action by any taxing jurisdiction or authority to collect overdue or back taxes.

e. The offeror's past performance will be evaluated as follows:

(1) *Quality of Product or Service*. This refers to compliance with contract requirements, accuracy of reports, technical excellence. Excellent = There were no quality problems.

(2) *Timeliness of Performance*. This refers to whether the Offeror met interim milestones, was reliable and responsive to technical direction, completed the project on time, including wrap-up and contract administration, no

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

liquidated damages. Excellent = There were no unexcused delays.

(3) *Cost Control*. This refers to the budget and cost efficiencies, and also whether the invoices were accurate and complete, and there were no overruns. Excellent = There were no cost issues.

(4) *Business Relations*. This refers to effective management, effective small and small disadvantaged-business subcontracting programs, reasonable and cooperative behavior, flexible effective contractor-recommended solutions, and business-like concern for the organization's interest. Excellent = Response to inquiries and to technical, service, and administrative issues was effective and responsive.

(5) *Customer Satisfaction*. Satisfaction of end users with the contractor's service. Excellent = Ninety (90) percent or more of end users surveyed rated the service as excellent or better.

OPTIONAL IN THE EVALUATION FACTOR

Past performance will receive NUMBER (#) of the noncost/price factors ratings.

OR THE FOLLOWING

(1) A statement of financial condition of the Offeror.

(2) Demonstration of prior satisfactory performance. This demonstration shall include a list of references, including individual names, addresses, and telephone numbers of negotiated contracts of those with whom the Offeror has most recently conducted business.

(3) Demonstration of adequate financial resources, or the ability to obtain such resources as required during performance of the Contract.

(4) Demonstration of the ability to comply with the required or proposed delivery schedule, taking into

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

consideration all existing business commitments, both commercial and Board.

(5) Demonstration of the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

(6) Demonstration of the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

(7) Demonstration that the Offeror is otherwise qualified and eligible to receive an award under applicable laws and regulations.

### I.3 TECHNICAL EVALUATION

#### a. Conformance Evaluation

Each proposal will be independently evaluated for compliance with the proposal submission instructions set forth in Section I, Evaluation and Award Process, and Section L, General Instructions and Information, of this solicitation.

#### b. Incomplete or Insufficient Proposals

Incomplete proposals or proposals that fail to conform to the submission instructions will be rejected.

#### c. Technical Evaluation

Each proposal will be independently evaluated for compliance with the minimum mandatory requirements for all contract line items as set forth in Section C, Statement of Work, of this solicitation. Proposals that fail to meet the minimum mandatory requirements will be rejected. Proposals that meet all requirements will be further evaluated for cost/price.

#### d. Cost/Price Evaluation

All contract line items will be evaluated for price reasonableness, realism, and risk. Unrealistically low or materially unbalanced offers will be rejected.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

e. Award

Award(s) will be made to the Offeror whose proposal complies with all requirements, and provides the best-value solution.

f. Alternative Proposals

Alternative proposals will be evaluated in accordance with Section I and Section L.

I.4 POLICY STATEMENT

The Board has a policy of assisting the interests of small businesses and socially and economically disadvantaged small businesses.

a. Covered Company

"Covered Company" means a firm qualified as a small-business concern under the Small Business Act and regulations thereunder or a firm qualifying as a small business concern eligible for assistance under section 8(a) of the Small Business Act.

b. Contract Representative

"Contract Representative" means a person with authority to enter into contracts on behalf of the Board.

c. Covered Company Preference

(1) For all acquisitions, if a responsible covered company submits a responsive bid, quotation, or proposal, the Contract Representative will select such a bid, quotation, or proposal, provided (a) the bid, quotation, or proposal would be selected under ordinary Board acquisition procedures or (b) its price, quality, and other features are comparable to the bid, quotation, or proposal that would be otherwise selected.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

(2) A bid, quotation, or proposal need not be deemed to be comparable if (a) for all acquisitions up to \$500,000, the price is more than 3 percent above the price of the lowest responsive bid, quotation, or proposal, or for acquisitions over \$500,000, the price is more than the sum of \$15,000 plus 1 percent of the amount over \$500,000 above the lowest responsive bid, quotation, or proposal, or (b) the quality, maintenance, or other factors evaluated, as set forth in the invitation for bids (IFB) or request for proposal are unsatisfactory.

d. Subcontracting with Small and Disadvantaged Businesses

Each IFB or RFP that has subcontracting possibilities and is expected to exceed \$300,000 (\$500,000 for construction) will specify as an evaluation criterion the submission of a subcontracting plan, including plans for using covered companies and procedures for documenting compliance with the plan.

To determine if subcontracting possibilities exist, the contract representative may consider whether firms engaged in the business of furnishing the goods, services, or construction to be acquired customarily contract for performance of part of the work, or if they maintain in-house capability. A potential contractor's long-standing relationship with its suppliers may also be considered. Determinations that no subcontracting possibilities exist will be documented.

I.5 PROTESTS

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest in writing to the Contracting Officer. If the protest cannot be satisfied or settled by mutual agreement, it may be submitted to the Staff Director for Management for a decision. Decisions made by the Staff Director are final.

## SECTION J

### CONTRACT ADMINISTRATION

#### J.1 CONTRACT TYPE

It is contemplated that a TYPE contract will be awarded to the successful Offeror.

#### J.2 PERIOD OF PERFORMANCE

The period of performance will be from DATE, through DATE.

#### OPTION TO EXTEND CONTRACT

The Board may extend the Contract for NUMBER SPELLED OUT (#) additional one-year calendar periods without formal recompetition, based on the contractor's satisfactory performance as determined by the COTR at his sole discretion, continued project funding, and subject to a continuation of the Contract and the continued need for the Contractor to perform services under the Contract.

The Board may extend the Contract by written notice to the Contractor within the period of availability specified within this Section A, provided that the Board shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the Contract expires. The preliminary notice does not commit the Board to an extension.

If the Board exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this Contract including the exercise of any option under this clause shall not exceed NUMBER SPELLED OUT (#) years without written modification to the Contract.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

Negotiated extensions of the Contract without formal  
recompetition is a Board prerogative and not a contractual right.

### J.3 INVOICES AND PAYMENTS

Invoices shall be submitted in arrears and on a thirty-day (30)  
cycle or in accordance with Clause 6, Payments, of the General  
Contract Provisions. The terms are net 30/prompt payment.  
All invoices shall show the contract number and modification  
number, if issued.

Invoices shall be mailed in duplicate (original and one copy) to:

Board of Governors of the Federal Reserve System  
Attention: Finance and Accounting Section, Mail Stop 152  
20th Street and Constitution Avenue, NW  
Washington, DC 20551

Failure to mail to the above address may delay payment.

If any travel is authorized under this Contract, the Contractor  
shall attach to the invoice all documentation for travel  
expenses. The Contractor shall be reimbursed according to the  
Board's travel regulations in effect on the date of travel.

The Board will make payment by electronic funds transfer.  
Notification will be provided by facsimile to the Contractor on  
the date of payment.

### J.4 CONTRACT MANAGEMENT

Contract management is as follows:

NAME	TITLE
NAME	Contracting Officer
NAME	Procurement Manager
NAME	Contract Specialist
NAME	Contracting Officer's

Technical Representative (COTR)

J.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE  
FUNCTIONS AND LIMITATIONS

NAME is designated the cognizant Contracting Officer's Technical Representative (the COTR) who will represent the Contracting Officer in the administration of technical details within the scope of the Contract and in inspection and acceptance. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Board. The COTR does not have the authority to alter the contractor's obligations or change the terms and conditions of the Contract. If, as a result of technical discussions, it is desirable to alter or change contract terms and conditions, changes will be issued in writing and signed by the Contracting Officer or his authorized representative.

Some of the types of actions that are within the scope of the COTR's authority are:

- a. To assure compliance of the contractor's performance with Section C, the Statement of Work.
- b. To perform or cause to be performed those inspections necessary to determine the contractor's compliance with the technical requirements and the Statement of Work.
- c. To maintain both oral and written communications with the Contractor concerning those aspects of this Contract within his or her purview.
- d. To monitor the contractor's performance and to advise the Board's Contract Specialist of any deficiencies.
- e. To coordinate the availability of Board-furnished property and services and to provide entry to the work area for the contractor's personnel, as required.
- f. To obtain the contractor's proposal for a change order and to relay the information in a memo to the Contract Specialist.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

g. To review invoices and, based on satisfactory performance of the terms and conditions of the Contract, to notify the Board's Management Division that a payment should be made pursuant to the Contract.

## **SECTION K**

### **REPRESENTATIONS AND OTHER STATEMENTS OF OFFEROR**

One copy of the Representations and Other Statements of Offeror, included as Section K of this Solicitation, shall be included in Volume I (Offer). To make the offer binding, the Offeror shall complete all blocks of Section K, as required, type in the name of the authorized, signing official in the space reserved for his/her signature, and sign the form on that space.

## SECTION L

### GENERAL INSTRUCTIONS AND INFORMATION

#### L.1 GENERAL INSTRUCTIONS

a. A Solicitation, Offer, and Award form, completed and signed by the Offeror, constitutes the offeror's acceptance of the terms and conditions of this solicitation. The Offeror shall type in the name of the authorized and signing official in Block 15 of the Solicitation, Offer, and Award form. The form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations.

b. The Offeror is expected to examine the entire solicitation document. Failure to do so shall be at the offeror's own risk.

c. Each Offeror shall furnish all information required by this Solicitation. The Offeror shall also fill in all blocks of Section K as required, and shall enter in the name of the authorized and signing official in the space reserved for his/her signature.

#### L.2 DEFINITIONS

The following terms shall have the meaning as set forth below for this Solicitation, Offer, and Award:

a. *Board* means the Board of Governors of the Federal Reserve System.

b. *Contract* means this Solicitation, Offer, and Award after execution of the Award section of the Solicitation, Offer, and Award form by the Contracting Officer.

c. *Contracting Offeror's Technical Representative* means the person designated to represent the Contracting Officer in the administration of the technical details of this

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

Solicitation, Offer, and Award, as more fully described in paragraph J.5 of Section J.

d. *Contractor* means the Offeror who is awarded a Contract under this Solicitation, Offer, and Award.

e. *Offerors* means those persons to whom the Board sent a Solicitation.

f. *Solicitation* means this Solicitation, Offer, and Award document initially issued by the Board seeking proposals from Offerors.

### L.3 QUALIFICATION OF PROSPECTIVE CONTRACTOR

Proposals will be considered only from Offerors who are regularly established in the business called for, and who are financially responsible and able to show evidence of their reliability, capability, and experience. Offerors shall have the equipment, facilities, and personnel directly employed or supervised by them to render prompt and satisfactory performance at the time of award. If Offerors intend to subcontract any portion of the operation, they shall be so stated in their proposals. The qualifications of the identified subcontractor(s) will then be considered in place of those of the prime contractor.

### L.4 CONDITIONS

a. This Solicitation does not commit the Board to pay any cost incurred in the preparation or submission of any proposal. The Board is not liable for any costs incurred in anticipation of a contract award. The Contracting Officer, at his sole discretion, may allow those costs that if incurred after contract award would be allowable.

b. This Solicitation in no way obligates the Board to award a contract(s), and the Board reserves the right to reject any and all offers for any reason that the Contracting Officer determines.

c. The Board reserves the right to award to other than the low-cost Offeror.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

d. The Board reserves the right to award a contract(s), after receipt of proposals, without further discussion. Therefore, it is emphasized that all proposals should be submitted initially on the most favorable terms from a cost and technical standpoint that the Offeror can submit to the Board.

e. The proposal shall be signed by an official authorized to commit the Offeror to a contract.

f. The Offeror will guarantee his prices for a minimum of sixty (60) days from the due date of proposal.

#### L.5 FORBIDDEN CONTACT

Offerors are cautioned against discussing the preparation of proposals or technical questions with Board technical personnel. The circumstances of any unauthorized contact, when verified, may result in disqualification of the offeror's proposal. Discussions with Board technical personnel concerning the specifications, the documents incorporated by reference, pricing, or any other technical matters are strictly forbidden.

#### L.6 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this Solicitation, Offer, and Award, including applicable specifications, shall be binding on the Board unless furnished or agreed upon in writing by the Contracting Officer or his or her designated representative authorized to make such interpretation.

#### L.7 INSURANCE

The selected Offeror shall obtain all insurance coverage such as workers' compensation or employer's liability coverage, general liability insurance, including commercial general liability, completed operations, and any other coverage that may be required by law, regulation, or ordinance, or is otherwise carried as common industry practice.

#### L.8 EXCEPTIONS AND/OR DEVIATIONS

Offerors are cautioned that any exceptions or deviations taken to any provision of this Solicitation may result in that offeror's entire proposal being declared unacceptable. It is the Board's intent that an offeror satisfactorily meet each and every requirement as stated in this Solicitation. Should the Offeror request exceptions and/or deviations from any requirement of Section C, the Statement of Work, and/or any other clauses, provisions, or terms and conditions of this Solicitation, that request will be held to the highest burden of justification. Offerors shall identify in Volume 1 each requirement, clause, provision, or term and condition for which exceptions and/or deviations are requested in the appropriate volume of its proposal. Each exception and/or deviation identified shall be fully explained including sufficient justification as to technical advantage, cost savings, and/or benefits to the Board so that the Board can thoroughly evaluate the offeror's input and determine if it is in the best interest of the Board. If the offeror's explanation is not acceptable to the Board, the exception and/or deviation will not be allowed, and, unless the original requirement is met, the Offeror's proposal may be found unacceptable.

#### L.9 MULTIPLE PROPOSALS

Offerors may submit more than one proposal in response to this Solicitation provided that each proposal addresses and meets all requirements specified herein. If multiple proposals are submitted, each proposal shall be clearly labeled and identified on the cover page of each separate document, and the reason for each additional proposal and its comparative benefits shall be explained. Each page of each proposal shall identify the proposal to which it belongs. Each proposal shall be a complete offer in and of itself. Each proposal submitted will be evaluated on its own merits. The Board will not accept or evaluate proposals for other than requirements identified in this Solicitation.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

L.10 FOCUSED ALTERNATIVES

Alternate proposals aimed at satisfying specific elements of the Board's overall requirements in a unique or alternative manner will be permitted if accompanied by and fully cross-referenced to a fully compliant proposal. Each such proposal will be evaluated on its focused proposed solutions and the common solutions of the responsive proposal that accompanies it. Proposals that do not address all requirements (either directly or by cross-reference) may be deemed unacceptable.

L.11 IDENTIFICATION OF RESTRICTED RIGHTS IN COMPUTER SOFTWARE

Offerors are cautioned of the requirement that any restrictions on the Board concerning use or disclosure of computer software that was developed at private expense and is to be delivered under the Contract must be set forth in an agreement to be negotiated prior to award and made a part of the Contract. Therefore, the Offeror shall identify in its proposal, to the extent feasible, any computer software that was developed at private expense and upon which it desires to negotiate restrictions, and shall state the nature of the proposed restrictions. A listing of such software shall be attached to and included as part of the Technical Proposal. If no such software is identified in the proposal, the Board assumes it has unlimited rights. Offerors will be deemed those given a warranty by the signing of the proposal section of the Solicitation, Offer, and Award form (Section A) that software rights are not limited.

L.12 LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS

a. Any proposal received by the office designated in this Solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and

(1) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

the twentieth of the month shall have been mailed by the fifteenth or earlier);

(2) it was sent by mail, and it is determined by the Board that the late receipt was due solely to mishandling by the Board after receipt at the Board; or

(3) it is the only proposal received.

b. Any revision of an offeror's proposal, except a revision resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a) (1) and (a) (2) above.

c. A revision to an offeror's proposal resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Board after receipt at the Board installation.

d. The only acceptable evidence to establish:

(1) the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal or modification of proposal shall be deemed to have been mailed late.

NOTE: The term *postmark* means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. or Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a bull's-eye, that is, a hand-stamped cancellation or postmark, on both the receipt and the envelope or wrapper.

(2) the time of receipt at the Board is the Board's time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained at the Board.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

e. Notwithstanding the above, a late revision of an otherwise successful proposal, which makes its terms more favorable to the Board, will be considered at any time it is received and may be accepted.

f. Proposals may be withdrawn by written notice received at any time prior to award. Proposals may be also withdrawn in person by an offeror or its authorized representative, provided that the identity of this person is made known and that he signs a receipt for the proposal prior to award.

L.13 PROPOSAL SUBMISSION

a. Proposals shall set forth full, accurate, and complete information.

b. Proposals shall be submitted by mail or messenger to the following address:

Board of Governors of the Federal Reserve System  
20th Street and Constitution Avenue, NW  
Washington, DC 20551

Attention: SPECIALIST NAME, Contract Specialist  
Procurement Section, Mail Stop 128  
RE: Solicitation, Offer, Award ####

c. Proposals will be accepted at the above address until the time and date specified below. Proposals received after this time and date will be processed as specified in section L.12 above.

Closing date: DATE

Closing time: 2:00 p.m. local time  
(in Washington, DC)

d. Proposals shall be typed on paper no larger than 8-1/2 by 11 inches, using one side only. Expensive paper or elaborate artwork and bindings are neither necessary nor desired.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

e. Information requested in this Solicitation shall be furnished completely in compliance with instructions. The information requested and the manner of submission are essential to permit prompt evaluation of all proposals, and on a fair and uniform basis. Accordingly, the Board reserves the right to declare as nonresponsive, and to reject any proposal in which material information requested is not complete.

f. Proposals submitted in response to this Solicitation may contain technical data, trade secrets, and commercial or financial information that is privileged and confidential and that the Offeror does not want disclosed or used for any purpose other than evaluation of the proposal by the Board. The Offeror may restrict the disclosure or use of such data or information by identifying specific pages on the proposal as "RESTRICTED DATA" and by marking the cover sheet of the proposal with the legend below:

TECHNICAL DATA, TRADE SECRETS, COMMERCIAL AND/OR FINANCIAL INFORMATION CONTAINED IN PAGES \_\_\_\_\_ OF THIS PROPOSAL NO. \_\_\_\_\_, AND MARKED "RESTRICTED DATA" SHALL NOT BE DISCLOSED OR USED OTHER THAN FOR PROPOSAL EVALUATION PURPOSES BY THE BOARD, EXCEPT THAT SUCH RESTRICTED DATA MAY BE USED IN ACCORDANCE WITH THE PROVISIONS OF ANY CONTRACT AWARDED AS A RESULT OF, OR IN CONNECTION WITH, THIS PROPOSAL. THIS RESTRICTION DOES NOT LIMIT THE BOARD'S RIGHT TO DISCLOSE OR USE SUCH DATA OR INFORMATION IF OBTAINED FROM ANOTHER SOURCE WITHOUT SUCH RESTRICTIONS.

The above restriction shall not be construed as altering or limiting in any way the Board's obligation under the Freedom of information Act (5 U.S.C. § 552), or any other applicable law or rule, court order or Congressional requirement, or any other right reserved by the Board.

The Board assumes no liability for disclosure or use of unmarked technical data, trade secrets, and commercial and financial information, and may disclose or use such data or information for any Board purpose.

g. Unacceptable proposals will be identified and will be eliminated from further consideration. A proposal that is nonresponsive is one that:

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

(1) Does not address itself to the mandatory requirements of this Solicitation.

(2) Contains major deficiencies, omissions, or out-of-line costs.

h. Offerors are cautioned that an award may be made without further discussions or negotiations, or a request for "best and final" offer.

i. Proposals shall consist of one complete original and the number of copies as stated below. Proposals shall be submitted in three volumes, each separate and complete in itself in order that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the others. Each volume shall be titled and submitted as follows:

j. BUSINESS MANAGEMENT SECTION

**Volume I - Cover Letter - Submit one original.**

Volume I shall consist of any exceptions taken by the Offeror, the completed and signed Representations and Other Statements of Offerors, and the Vendor Information form.

Part A -- Identification of Exceptions

The Offeror shall provide identification and explanation of any exceptions or deviations taken or conditional assumptions made with respect to the offeror's proposal versus the requirements of this Solicitation. Any exceptions taken shall contain sufficient amplification and justification to permit evaluation. All benefits to the Board shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be deemed unacceptable unless they fail to provide sufficient benefits to the Board, or result in material deviations from the requirements of the Statement of Work.

Part B -- Signed Certification and Representation

Part C -- Vendor Information Form

**Volume II - Technical Proposal - Submit one original and five copies.**

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

Volume II shall be termed "Technical Proposal," and shall be prepared in accordance with the instructions provided in paragraph below. The Technical Proposal shall not contain any reference to price.

Technical Proposal (Volume II). The Technical Proposal shall be prepared and submitted as specified below. The Technical Proposal shall be presented in a concise and straightforward manner.

Part A -- Management Plan

In this part, the Offeror shall provide a detailed description of its approach to meeting the requirements of this Solicitation. To facilitate evaluation of the Management Plan, the order of presentation should follow the sequence set forth below.

a. Key Personnel

The Offeror shall provide résumés of Key Personnel.

b. Offeror's Experience

The Offeror shall provide a description of its experience in providing services of the type and complexity required in this Solicitation to the federal government, the Federal Reserve System, and other large clients. Detailed information shall be provided, including years in business and references as required in the Statement of Work.

c. Offeror's Approach to Requirements

The Offeror shall narrate his approach to meeting or exceeding the requirements indicated in the Statement of Work.

Part B -- References and Corporate Qualifications

a. References

Offerors shall submit at least six references consisting of present or past clients, within the past five years, who are capable of verifying the following:

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

(1) At least two references documenting the offeror's ability to manage projects comparable (as close as possible in size, complexity, and scope) to the Contract resulting from this acquisition.

(2) At least four references, for itself and for all major subcontractors, capable of documenting that, in combination, the Offeror and subcontractors have provided, operated and managed contracts comparable (as close as possible in size, complexity, and scope) to those required under this Solicitation.

The Offeror shall provide the following information on each client reference:

- (a) Total contract value
- (b) Contracting Officer name, address, and telephone number
- (c) Brief description of the services, size, scope of services, geographical span of the Contract
- (d) Information on whether the Offeror is currently providing services under the Contract, and administrative functions being performed
- (e) Information on problems encountered on the contracts.

b. Corporate Qualifications

Offerors shall submit material describing their general corporate capabilities and qualifications. This material shall include descriptions of corporate history and current commercial activities in the field, as well as a discussion of corporate plans or potentialities to expand into new, additional, or extended areas and/or services. The material provided shall be sufficient to establish the Offeror as a significant player in and should address the offeror's ability to satisfy current and likely future Board requirements.

c. Implementation Plan

The Offeror shall provide a detailed work plan and schedule for implementing the program.

d. Additional Offerings

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

Any business information submitted related to proposed additional offerings shall be submitted as a separate section in the offeror's Technical Proposal.

**Volume III - Cost/Price Proposal - Submit one original and two copies.**

Volume III shall be termed "Cost/Price Proposal." This volume shall consist of completed cost proposal forms in the format set forth in Section B. The cost proposal form shall be sealed in a separate envelope marked "Cost/Price Proposal for Solicitation, Offer, and Award-####."

L.14 INDEMNIFICATION

By signing the Proposal section of the two copies of the Solicitation, Offer, and Award form, the Offeror agrees to save and hold harmless the Board, its members, officers, and employees from liability of any kind or nature, including cost and expenses to which they might become subject, arising or resulting in whole or in part from the negligent performance of the Offeror upon award of a contract to the Offeror under this Solicitation, Offer, and Award including action or failure to act by its owners, directors, officers, employees, agent, or subcontractors.

L.15 PREPROPOSAL CONFERENCE

a. A preproposal conference will be conducted as indicated in the Solicitation, Offer, and Award cover letter.

b. Replies to all questions submitted in writing prior to the preproposal conference will be provided during or subsequent to the conference. Replies by the Board to the offeror's questions concerning any aspect of this Solicitation will be recognized as official only if the potential Offeror submits the questions in writing, according to Section L, and is provided a written reply by the Contracting Officer or his designated representative as an amendment to this Solicitation.

c. Offerors are specifically cautioned that verbal discussion, questions, and replies regarding this solicitation shall not change the clauses or provisions of this solicitation.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

d. The purpose of this conference is to provide a briefing on this Solicitation, the scope of work, and the specifications. The Board considers attendance at this conference essential to the preparation of a competitive and cost-effective offer, and to an understanding of the total result desired by the Board.

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

SECTION M

GENERAL CONTRACT PROVISIONS

Board of Governors of the Federal Reserve Board  
Solicitation, Offer, and Award #####

SECTION N

VENDOR INFORMATION FORM