



**International Joint Commission**  
Great Lakes Regional Office

Solicitation No. : RFP-IJC-GLRO-1  
Date : June 7, 2013  
Organization : International Joint Commission (IJC)  
Office : Great Lakes Regional Office  
Location : Windsor, Ontario, Canada  
Project Title : Binational Stakeholder Engagement for Nutrients in the Lake Erie Basin  
Notice Type : Request for Proposals (RFP)

The purpose of this notice is to comply with the requirements for procurements under the U.S. Environmental Protection Agency Cooperative Agreement No: GL-00E00995-0, in support of the Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement. Any solicitation resulting from this notice should be handled in accordance with the authority specified in the Article 4 Procurement under the Cooperative Agreement "40 CFR Chapter 1, Subchapter B" USEPA statutory provisions.

The International Joint Commission's Great Lakes Regional Office (GLRO) is issuing this Request for Proposals (RFP) for anticipated services of a qualified contractor to conduct a study in the Lake Erie basin to support binational efforts to engage farmers, lake shoreline residents, and urban residents to implement best management practices to reduce nutrient runoff to Lake Erie. The study will analyze barriers to and incentives for participation in nutrient runoff reduction initiatives and use a social marketing strategy to encourage implementation of best management practices for nutrient runoff reduction.

This RFP is open to all teams of researchers, consultants and contractor(s), colleges, universities, non-profit organizations, and for-profit companies where the lead investigators normally reside in Canada or the United States. Experience in statistical research, social marketing and project management is highly desired.

Subject to the availability of funds, the International Joint Commission (IJC) contemplates an award of a single-award, firm fixed price contract with an estimated Period of Performance of 16 months to obtain the results described in the attached statement of work. The Maximum sum of the contract awarded under a Fixed Price Contract is anticipated not to exceed \$130,000 USD.

Questions and requests for clarifications regarding this RFP must be sent to [keena@washington.ijc.org](mailto:keena@washington.ijc.org) no later than the due date and time stated in the RFP.

All proposals must be submitted to the following email addresses: [GLRO-RFP1@windsor.ijc.org](mailto:GLRO-RFP1@windsor.ijc.org) and [keena@washington.ijc.org](mailto:keena@washington.ijc.org). This notice does not obligate IJC to award a contract, nor will the IJC reimburse any costs incurred in the preparation and submission of proposals.

**Contracting Office Address:**

International Joint Commission, U.S. Section  
2000 L Street, NW  
Suite #615  
Washington, DC 20036

**Contracting Point of Contact:**

Andrew Keen  
Contracting Specialist Support Contractor  
International Joint Commission, U.S. Section  
2000 L Street, NW Suite #615  
Washington, DC 20036  
[keena@washington.ijc.org](mailto:keena@washington.ijc.org)

**Contracting Officer's Representative:**

Mark J. Burrows  
Physical Scientist  
International Joint Commission, Great Lakes Regional Office  
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**Contracting Officer's Technical Representative:**

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**International Joint Commission**  
U.S. Section

RFP Issuance Date: June 7, 2013  
RFP Closing Date: June 28, 2013  
RFP Closing Time: 5:00 PM Eastern  
Questions Closing Date: June 14, 2013  
Questions Closing Time: 5:00pm Eastern

**Subject:** Request for Proposal No. RFP- IJC-GLRO-1  
Binational Stakeholder Engagement for Nutrients in the Lake Erie Basin

To All Prospective Offerors:

The International Joint Commission's Great Lakes Regional Office (IJC), Windsor, ON is seeking proposals from qualified contractors or organizations interested in providing services to conduct a study for the Lake Erie basin to support binational efforts to engage farmers, lake shoreline residents, and urban residents to implement best management practices to reduce nutrient runoff to Lake Erie. The study will analyze barriers to and incentives for participation in nutrient runoff reduction initiatives and use a social marketing strategy to encourage implementation of best management practices for nutrient runoff reduction.

Offerors' experience in statistical research, social marketing and project management is highly desired. This procurement is being conducted through full and open competition among all teams of researchers, consultants and contractor(s), colleges, universities, nonprofit organizations, and for-profit companies where the lead investigators normally reside in Canada or the United States.

Issuance of this solicitation and the submittal of a proposal do not constitute a commitment on the part of the IJC to make an award; nor will the IJC reimburse offerors for costs incurred in the preparation and submission of a proposal. An award will be subject to funds availability following the proper completion of required IJC international process. Further, IJC reserves the right to reject any or all proposals received. To this end, this RFP is being issued and consists of this cover letter and the text of the attached request for proposals (RFP). All offerors are cautioned to carefully review this cover letter and the contents of the RFP.

The details associated with the submission requirements for offerors' proposals are outlined in Section L of this solicitation. Proposals must be signed by an official who is authorized to bind the organization and are to be submitted to IJC no later than the closing date stated above. Late proposals will be handled in accordance with FAR 15.208.

The preferred method of proposal submission will be electronic. See Section L. of the solicitation for instructions.

Offerors are instructed to pay careful attention to Section K – Representations, Certifications and Acknowledgements of the accompanying Request for Proposals. Offerors are now expected to comply with FAR 52.207, Central Contractor Registration, obtain a Data Universal Numbering Systems (DUNS) number, and complete annual representations certifications electronically via U.S. government's system for award management at <https://www.sam.gov>.

All contractor personnel must hold a valid passport and any necessary documentation to cross between the United States and Canada in performance of the scope of work.

Contractors are strongly encouraged to submit any comments or questions concerning this RFP no later than the above deadline for "Questions Closing Date." These should be directed via email to Mr. Andrew Keen, IJC U.S. Section Contracting Specialist Support Contractor at [GLRO-RP1@windsor.ijc.org](mailto:GLRO-RP1@windsor.ijc.org) and [keena@washington.ijc.org](mailto:keena@washington.ijc.org).

The required closing date and time for receipt of proposals is outlined above as "RFP Closing Date" and "RFP Closing Time." Proposals should be submitted via email to [GLRO-RP1@windsor.ijc.org](mailto:GLRO-RP1@windsor.ijc.org) and [keena@washington.ijc.org](mailto:keena@washington.ijc.org).

Oral explanations or instructions given before the award of the contract will not be binding. Furthermore, IJC reserves the right to reject any and all offers, if such action is considered to be in the best interest of IJC. Award of a contract under this RFP is subject to availability of the funds and other international IJC approvals.

Thank you for your interest in working with International Joint Commission's Great Lakes Regional Office (IJC), Windsor, ON.

Sincerely

A handwritten signature in black ink that reads "Charles A. Lawson". The signature is written in a cursive, flowing style.

Charles A. Lawson  
Secretary, United States Section

## **SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS**

### **PART I – THE SCHEDULE**

#### **B.1 PURPOSE**

The purpose of this contract is to provide services that fall within the scope of the work specified in Section C for “Binational Stakeholder Engagement for Urgent Nutrient Related Issues in the Lake Erie Basin”. IJC's Contracting Officer's Representative (COR), the Project Manager of this contract will be actively involved during the performance of this contract and will seek and provide appropriate technical guidelines for the successful completion of the project.

The offerors must comply with all the requirements of the U.S. Environmental Protection Agency Agreement; the Cooperative Agreement to IJC for the project supports the Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement, pursuant to Public Law 112-74. The contract provisions are subject to Federal Acquisition Regulations (FAR) and USEPA statutory provisions “40 CFR Chapter 1, Subchapter B”.

#### **B.2 CONTRACT TYPE AND SERVICES**

The IJC will award a Firm Fixed Price contract. The Contractor must perform the services set forth at a price consistent with Section B of this Contract.

#### **B.3 CONTRACT OBLIGATED AMOUNT AND ESTIMATED COST**

IJC intends to award a Firm Fixed Price Contract and for an amount not to exceed US\$130,000. The price must be negotiated in accordance with the terms of the Contract. The U.S. dollar costs must be limited to reasonable, allocable, and allowable costs determined in accordance to FAR 52.216-7, Allowable Cost and Payment, and A-21 (for universities), and A-122 (for non-profit).

Contractors may apply applicable indirect burdens to travel and other direct costs (ODCs), provided that they are part of a contractor's approved practices. Contractors must include a copy of their most recent indirect rate agreement with DCAA/DCMA if they apply indirect burdens to travel and ODCs in their proposal.

#### **B.5 TRAVEL AND OTHER DIRECT COSTS**

Contractors may propose travel and ODCs as part of their proposal. Travel and ODCs must be proposed on a firm fixed price basis. Proposed travel costs may include transportation expense, mileage expense, lodging expense, taxes, applicable per diems, and any necessary supplemental insurance coverage for travelling personnel. All proposed travel costs must be in accordance with the Federal Travel Regulations (FTRs), Fly America Act, and applicable per diem rates.

In accordance with the clearance/approval requirements, International Travel Approval and Notification Requirements, the Contracting Officer hereby provides written approval provided that the contractor obtains written concurrence from the COR prior to any travel occurring.

Travel must be within the terms of this contract and is subject to availability of funds. No travel authorization shall be construed as authorization to increase the proposed price or to exceed the obligated amount. All travel costs shall be in compliance with the Federal Travel Regulations, and contractor personnel shall travel via economy class on common carrier airlines. Any deviations from this policy must be approved by the Contracting Officer after the contractor has submitted a written justification for the proposed deviation.

All contractor and subcontractor personnel are responsible for carrying a valid passport and obtaining the necessary visas and immunizations for international travel. Any special costs to support international travel should be included in the proposed travel price.

## B.6 PRICING

Offerors should provide sufficient detail in proposing their firm fixed price to permit the IJC to evaluate the fairness and reasonableness of the proposed pricing. Offerors are recommended to provide their pricing in the following format, however, offerors may provide any additional pricing information which they feel would be helpful in evaluating their proposals.

Offerors should propose key personnel and attach key personnel resumes to their proposal to demonstrate that proposed personnel have the needed skills to complete the objectives described in the scope of work.

### Labor

Proposed labor category	Proposed hourly labor rate	Proposed labor hours	Proposal labor FFP
Labor category 1			
Labor category 2			
Labor category 3			
Proposed labor FFP			

### Travel

Origin	Destination	Departure date	Return date	Number of persons travelling	Per diems claimed	Fares (air, train, etc)	Mileage	Lodging	Trip FFP
Trip 1									
Trip 2									
Trip 3									
Proposed travel FFP									

### Other Direct Costs

Proposed ODC	Purpose	Proposed FFP
ODC 1		
ODC 2		
Proposed ODC FFP		

Proposed labor FFP	
Proposed travel FFP	
Proposed ODC FFP	
Proposed Total FFP	

## **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1. INTRODUCTION:**

The International Joint Commission's Great Lakes Regional Office (IJC), Windsor, ON is seeking proposals from qualified contractors or organizations interested in providing services to conduct a pilot study for the Lake Erie basin to support binational efforts to engage farmers, lake shoreline residents, and urban residents to implement best management practices to reduce nutrient runoff to Lake Erie. The study will analyze barriers to and incentives for participation in nutrient runoff reduction initiatives and use a social marketing strategy to encourage implementation of best management practices for nutrient runoff reduction.

### **C. 2. BACKGROUND AND PROJECT CONTEXT:**

The IJC works to promote collaboration and consistency on a binational level between the United States and Canada so they may take coordinated action to maintain the physical, chemical and biological integrity of the Great Lakes Ecosystem. The IJC's Great Lakes Regional Office was established by, and takes its direction from, the Great Lakes Water Quality Agreement between the two countries. Responsibilities of the IJC are carried out through a process involving binational expert advisory boards and collaborative work groups.

This project supports the Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement, pursuant to Public Law 112-74. Binational stakeholder engagement efforts to implement best management practices to reduce nutrient runoff that contributes to algal blooms in the Lake Erie basin will be the focus of this project. It will analyze barriers to and incentives for participation in nutrient runoff reduction initiatives and the effectiveness of a community-based social marketing strategy to encourage implementation and long-term adoption of best management practices.

The study shall consist of the following activities:

- I. Literature and reference review for evaluating and analyzing the barriers and incentives/ disincentives to stakeholder participation in nutrient reduction initiatives. Assess primarily U.S. and Canadian stakeholder engagement studies for various watersheds designed to evaluate benefits of using a community-based social marketing (CBSM) approach for reducing nutrient runoff to water bodies and the benefits of utilizing the CBSM approach. This will include information gathering and analysis with associated literature searches and document reviews.
- II. Stakeholder engagement process designed to encourage cooperation among agricultural, lake shoreline and urban residents through a coordinated implementation of best management practices using a community based social marketing (CBSM) strategy. Surveys specifically designed to identify barriers to implementing best management practices in the Lake Erie basin will be developed



and distributed to stakeholders. Survey results will be used to identify the barriers and to determine incentives for overcoming the identified barriers. Surveys will need to obtain all required approvals. (Federal, state, provincial and local approvals, including OMB approvals necessary under applicable laws.)

- III. Reports that include an analysis of methods to encourage cooperation among stakeholders through the coordinated implementation of BMPs using Community-Based Social Marketing (CBSM) and a recommended CBSM strategy for implementing reduction of nutrient runoff into the Lake Erie basin.

### **C.2.1. PROJECT TASKS**

Each proposal is to describe the approach, including the methodology proposed to complete the tasks below. The methodology description should include a brief summary of how the contractor will approach each of these elements.

#### **Task 1: Literature Review**

Contractor will perform a comprehensive binational, with an emphasis on U.S. and Canadian scientific literature and other reference review to identify recent (within the past 5 years) research pertaining to the use of Community-Based Social Marketing techniques to stimulate voluntary and long-term adoption of nutrient runoff reduction best management practices (BMPs). The review will build on previous work undertaken by representatives of the Lake Erie Lakewide Management Plan (LaMP) whose research found that agricultural phosphorus runoff was the leading contributor to excessive algal blooms in the Lake Erie watershed and its main source was from the Maumee watershed in the U.S. and the Grand River - the largest tributary and highest contributor of phosphorus contamination in the Canadian region of Lake Erie. Summarize findings in a draft literature review report.

#### **Task 2: Stakeholder Surveys in 2 Pilot Study Locations**

##### **a. Survey Site Selection**

Contractor will make recommendations to the IJC staff project manager for four (4) study locations for the purpose of conducting surveys on the barriers to and incentives/disincentives for CBSM surveys in the target stakeholder populations. The contractor shall propose two potential survey locations in the Lake Erie basin portion of Ohio and two potential survey locations in the Essex region of Ontario. These locations shall be proposed based on accessibility, availability and cost. The staff project manager will advise the "project team" of the recommended sites and the project team will make the final determination of the two locations, one in the U.S. and one in Canada.

## **b. Survey Design**

Survey design shall keep in mind the target populations which consist of three groups of stakeholders:

- 1) Farmers. Focus will be on agricultural BMPs and the incentives for and barriers to voluntary farmer implementation of certain BMPs.
- 2) Shoreline Residents. Focus will be on lawns and private septic systems, specifically incentives for and barriers to voluntary use of tools and government programs currently available for septic system upgrades.
- 3) Urban Residents. Focus will be on lawns and the use of fertilizers, particularly incentives for and barriers to the application of fertilizers and environmentally-friendly alternatives.

With the guidance of the IJC staff project manager, contractor will develop stakeholder surveys for each target group, with appropriate questions addressing realistic phosphorus control options and currently available programs consisting of approximately 10-20 questions. From the literature review, contractor will compose a list of existing phosphorus runoff control programs and BMPs. Contractor shall create a survey that addresses regional concerns in the two (2) survey areas including methods for reducing or eliminating phosphorus contamination in the Lake Erie watershed and its tributaries; the use of existing runoff reduction programs by the current survey respondents; BMPs available to reduce nutrient runoff; benefits and costs of individual implementation of BMPs, and the barriers to and incentive/disincentives for the adoption of nutrient runoff reduction initiatives for the 3 target stakeholder populations.

## **c. Secure Required Authorizations to Conduct Surveys**

In support of the IJC's assistance agreement with the U.S. EPA, the contractor shall provide the following information to support the EPA's request for U.S. Office of Management and Budget approval of the survey:

1. Description of the information being collected
2. Explanation of the need for the information
3. To whom the survey is being directed

The contractor is advised that work requiring OMB approval, including the surveys, cannot begin until OMB approval is obtained. The contractor shall also establish and maintain liaison with local government approval authorities at each of the two respective pilot jurisdictions selected for surveys and will secure any needed approvals and authorizations.

## **d. Survey Administration**

Contractor shall conduct the detailed tasks required for a CBSM survey from each of the identified target stakeholder groups, choosing, in consultation with the IJC staff project manager and team, one or more of the three (3) selected survey methods: in-person, mail-

in, or electronic format (which requires access and submission of responses through an online surveying service). The contractor will provide the required effort and practices to assure a statistically valid and acceptable rate of response.

**e. Collection and analysis of survey data**

Contractor shall collect and analyze the survey data and compile in a draft report.

**Task 3: Host Expert Workshops**

- a. Contractor shall identify experts from selected local government and non-government offices, CBSM subject matter experts (SMEs), and agricultural, urban and shoreline stakeholders to participate in expert workshops. Contractor shall compose letters of invitation that will be submitted for review by the IJC staff project manager to the selected workshop invitees. The draft final report on the literature review and survey results will be circulated to the invitees to the workshop in advance of the workshops.
- b. Contractor shall research potential workshop accommodation sites, one in the U.S. and one in Canada. Contractor shall make site recommendations to the IJC staff project manager based on accessibility, price and location. The IJC will make the final determination for the workshop sites and will perform the logistics to secure the designated sites.
- c. Contractor shall facilitate two (2) workshops to discuss the draft final report, make recommendations for removing barriers to stakeholder participation/adoption, and encouraging incentives for voluntary adoption of BMPs and other conservation practices and determine which CBSM methods are most effective in influencing target stakeholder populations. Reimbursement for experts' allowable travel expenses will be arranged between the IJC and participating experts. The contractor will not be responsible for experts' travel expenses.
- d. With the guidance of the IJC staff project manager and project team, contractor will recommend the best strategy among those discussed at the workshops for positively influencing the target populations to make a long-term commitment to adoption of nutrient reduction initiatives.

**Task 4: Reports**

**a. Draft Literature Review Synthesis Report**

From the results of the literature review, contractor will synthesize and summarize all findings and conclusions potentially applicable to the Lake Erie basin in a draft report in MS Word format.

## **b. Draft Final Report**

Contractor will combine all information collected from the literature review synthesis report, the surveys, and from government and non-government advisors into a draft final report. Contractor will disseminate the draft final report to invited guests in advance of each of the two workshops. Contractor shall record comments and feedback at the workshops and incorporate feedback and analysis, including the SMEs' comments and feedback, into final report.

## **c. Final Report**

Contractor will create a final report that incorporates the feedback from those parties commenting on the draft report, including the SMEs' comments and feedback. The final report shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and IJC contract/project and should also acknowledge significant contributions by others.

### **Task 5: Fact Sheet and Summary of Final Report for Web Posting**

- a.** Contractor will prepare a two-page fact sheet appropriate for public distribution on the results of the study; and
- b.** Text for Web Posting of the highlights of the final report on the IJC website which will be used by the IJC for public outreach.

### **C.2.2. PROJECT TASKS/DELIVERABLES TIMELINE**

<b>Tasks</b>	<b>Estimated Timeframe</b>	<b>Due Date</b>
Kickoff meeting	September 2013	Sept 30, 2013
<b>Task 1</b> Literature and reference review of CBSM BMPs for nutrient runoff reduction adoption	2 months Start Date (Sept) – Oct 2013)	Oct 31, 2013
<b>Task 2 (b)</b> Research and develop stakeholder-appropriate surveys	2 months (Sept – Oct 2013)	Oct 31, 2013
<b>Task 2 (a)</b> Review and Recommend 2 potential sites in each of the 2 study locations in the Lake Erie basin (one U.S., one Canadian)	2 months (Sept – Oct 2013)	Oct 31, 2013

<b>Task 4 (a)</b> Create and submit literature review synthesis report	2 months (Oct – Nov 2013)	Nov 30, 2013
<b>Task 2 (c)</b> Secure required authorizations to conduct surveys	4 months (Sept – Dec 2013)	Dec 31, 2013
<b>Task 2 (a)</b> Secure designated workshop locations	4 months (Sept – Dec 2013)	Dec 31, 2013
<b>Task 3 (a)</b> Develop Invitee List of experts and stakeholders for workshops	4 months (Sept – Dec 2013)	Dec 31, 2013
<b>Task 2 (d) and (e)</b> Distribute and analyze survey results	4 months (Jan – April 2014)	April 30, 2014
<b>Task 4 (b)</b> Prepare a draft report incorporating literature review for CBSM and survey analysis results	2 months (May – June 2014)	June 30, 2014
<b>Task 3</b> Host Expert and Stakeholder workshops in the 2 designated locations to collect comments	2 months (July– August 2014)	August 31, 2014
<b>Task 4 (b)</b> Synthesize comments from all workshop attendees into draft final report and submit report for review	2 months (Sept – Oct 2014)	Oct 31, 2014
<b>Task 4.(c) and 5</b> After comments have been incorporated in draft report comments, Create Final Report; Finalized outcome in written 2-page Factsheet format; and website post for IJC outreach	3 months (Oct – Dec 2014)	Dec 31, 2014

Contractors may propose an alternate deliverable schedule if they feel that it would be advantageous to the project. The IJC will evaluate the alternate deliverable schedule for realism, potential advantages, and any perceived impact to project risk, among other potential disadvantages.

All aspects of the work are to be conducted and coordinated within the project timeline. Project advisory groups will meet as required, but at a minimum of once per month in person or by teleconference/webinar. Contractor(s) shall establish and maintain a single project schedule from which various project reports shall be produced. The outlines, draft reports and final reports shall be provided in accordance with an agreed upon schedule coordinated by the IJC regional office staff project manager. Biweekly status reports will also be provided to the IJC staff project manager throughout the course of the project. Contractor(s) will be required to provide reports in accordance with any special conditions specified by USEPA for contract oversight and administration.

All contractor work will be performed with the approval, guidance and direction of the International Joint Commission (IJC) staff project manager and is to be a collaborative effort with the “project team” that consists of the IJC Great Lakes Office Regional Staff; U.S. Section office staff; the IJC Science Advisory Board, its subcommittees, engagement programs and work groups; and the Lake Erie Lakewide Management Plan (LaMP) group.

### **C.2.3. PROGRESS REPORTS AND COMMUNICATIONS**

Following an initial “kick off” meeting within one month after contract award, the contractor shall submit a work plan to the IJC staff project manager for review. Once accepted, the contracted work shall begin. As part of this work, contractor is required to communicate with the IJC staff project manager and collaborative advisory groups in the following manner:

- Project review meetings with the staff project manager and the collaborative advisory groups will take place as required, usually by teleconference/webinar, and will occur at a minimum of once per month in person or by teleconference/webinar.
- Teleconference and in person meetings shall be organized and arranged by the staff project manager. Long distance service and teleconferencing services shall be paid by the International Joint Commission.
- Biweekly written status reports on the work in progress shall be provided to the IJC staff project manager throughout the course of the project. These status reports will describe all work done, problems encountered, anticipated proposed solution, and impact, if any, on the work, schedule and budget.
- The contractor shall present and lead discussion on the findings and final report to the International Joint Commission as may be required.

## **SECTION D – PACKAGING AND MARKING**

**RESERVED**

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
	40 CFR Chapter 1, Subchapter B	
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996

### **E.2. INSPECTION AND ACCEPTANCE**

IJC inspection and acceptance of services, reports, and other required deliverables or outputs shall take place at IJC – Great Lakes Regional Office, Windsor, Ontario, Canada where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer's Representative identified in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

All aspects of the work are to be conducted and coordinated within the project timeline. Project advisory groups will meet as required, but at a minimum of once per month in person or by teleconference/webinar. The contractor shall establish and maintain a single project schedule from which various project reports shall be produced. The outlines, draft reports and final reports shall be provided in accordance with an agreed upon schedule coordinated by the IJC regional office staff project manager. Biweekly status reports will also be provided to the IJC staff project manager throughout the course of the project. Contractor(s) will be required to provide reports in accordance with any special conditions specified by USEPA for contract oversight and administration.

All contractor work will be performed with the approval, guidance and direction of the IJC staff project manager and is to be a collaborative effort with the "project team" that consists of the IJC Great Lakes Office Regional Staff; U.S. Section office staff; the IJC Science Advisory Board, its subcommittees, engagement programs and work groups; and the Lake Erie Lakewide Management Plan (LaMP) group.

### **E.3 RESPONSIBLE OFFICIAL**

In accordance with the "Inspection of Services – Fixed Price" (FAR 52.246-4) clause, inspection of results or other deliverables (tasks) required by the contract issued hereunder shall be made by the Contracting Officer's Representative (COR) for the contract. Acceptance of services and reports or other deliverables by the COR for the tasks shall form the basis for payment to the contractor, and will form the basis of the contractor's permanent performance record with regard to this contract.



## **SECTION F – DELIVERABLES OR PERFORMANCE**

### **F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
	40 CFR Chapter 1, Subchapter B	
52.242-15	STOP-WORK ORDER ALTERNATE 1 (APR 1984)	AUG 1989

### **F.2 PERIOD OF PERFORMANCE**

The period of performance of this contract is anticipated for sixteen (16) months and will effect from the Contracting Officer's Signature date.

### **F.3 PERFORMANCE STANDARD**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C will be conducted jointly by the COR and the Contracting Officer, and shall form the basis of Contractor's permanent performance record with regard to this contract.

### **F.4 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Sections I and J in "Periodic Progress Report," the Contractor shall submit the following deliverables or outputs to the COR specified in accordance with Section I:

#### **a) Great Lakes Accountability System Reporting:**

EPA has developed an electronic accountability and performance system called the "Great Lakes Accountability Systems (GLAS)". Contractor shall provide quarterly reporting inputs for the GLAS. The GLAS system will include program project information including project location, environmental progress and results, and additional project data. Contractor shall provide quarterly updates to the COR on activities pursued, deliverables completed, funds expended, and percentage completed on the following dates:

Third quarter (July 1 2013 – September 30 2013)	October 5, 2013
Fourth quarter (October 1 2013– December 31 2013)	January 5, 2014
First quarter (January 1 2014 – March 30 2014)	April 5, 2014

Second quarter (April 1 2014 – June 30 2014)	July 5, 2014
Third quarter (July 1 2014 – September 30 2014)	October 5, 2014

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following FAR clause pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date).

NUMBER	TITLE	DATE
	40 CFR Chapter 1, Subchapter B	

### **G.2 CONTRACTING OFFICER**

International Joint Commission (IJC), U.S. Section  
2000 L Street NW  
Suite 615  
Washington DC 20036  
Contracting Officer: Secretary of the U.S. Section

### **G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

International Joint Commission Great Lakes Regional Office (GLRO)  
100 Ouellette Ave.  
8th Floor  
Windsor, ON N9A 6T3  
COR: Mark J. Burrows

### **G.4 CONTRACTOR'S REPRESENTATIVE**

The contractor must provide in its proposal, its name and the address of its facility that will be the principal work location for the effort described in the scope of work. The contractor must also provide the name, address, phone number, and email address for its contracting representative.

### **G.5 PAYING OFFICE**

The contractor must submit invoices to the payment office indicated on the Cover Page of the contract.

### **G.6 ACCOUNTING AND APPROPRIATION DATA**

To be completed upon contract award

### **G.7 CONTRACTOR'S PAYMENT ADDRESS**

To be included in contractor's proposal

## **G.8 TECHNICAL DIRECTIONS/RELATIONSHIP WITH IJC**

(a) "Technical Directions" is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of work as detailed in Section C.

(b) The Contracting Officer, by separate designation letter, authorizes the COR and COTR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this contract.

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with (a) above and required the Contractor to correct all deficiencies; perform acceptance for the IJC.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative (COR)" or "Contracting Officer's Technical Representative (COTR)", as applicable, with a copy furnished to the Contracting Officer or Contract Specialist.
- (4) Issue written interpretations of technical requirements of IJC drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

**LIMITATIONS:** The COR and COTR are not empowered to award, agree to, or sign any contract or modifications thereto, or in any way to obligate the payment of money by the IJC. The COR and COTR may not take any action which may impact on the

contract schedule, funds, scope or rate of utilization of level of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- (c) In the separately-issued COR designation letter, the CO designates a Contracting Officer's Technical Representative (COTR) to act in the absence of the designated COR, in accordance with the terms of the letter.
- (d) Contractual problems: Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific contract laws . The Contractor and COR shall bring all contracting problems to the immediate attention of the Contracting Officer and Contract Specialist. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, this authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following area: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (e) In case of conflict between this contract and the COR designation letter, the contract prevails.

## **G.9 INVOICING AND PAYMENTS**

### **a) Invoices**

Only accepted deliverables may be certified for payment.

The contractor shall submit an invoice for payment concurrently with submission of the deliverables. The invoice shall be on the letterhead of the organization and include project, purchase order number, and contain **an original signature** of the contractor's representative. Advanced copies may be sent by facsimile machine, but payment can only be paid off an original invoice with an original signature. The COR shall indicate the acceptance of the deliverables, and only then can the deliverables be certified for payment.

Invoices for payment shall be sent to:  
INTERNATIONAL JOINT COMMISSION  
2000 L St. NW, Ste. 615  
Washington, DC 20036  
c/o: Susan Haynes-Brown

Administrative Officer  
Fax: (202) 736-2007  
E-mail: [HaynesBrownS@Washington.iic.org](mailto:HaynesBrownS@Washington.iic.org)

b) Payments

Payments shall be allocated to deliverables as indicated. The contractor may invoice as deliverables are completed and sent, or may consolidate an invoice to cover several deliverables, if desired. Each invoice shall have a separate number unless total billing is to be accomplished by the contractor upon completion of the contract. Unless otherwise indicated, all dollar amounts are in United States currency.

The total of all payments shall not exceed (to be completed upon contract award).

c) Authorization for Advanced Payments and Progress Payments

The contractor is authorized to receive an advance of funds not to exceed 50% of the cost of a particular deliverable for which an advance has been specifically authorized. The contractor shall not have more than one advance outstanding at any time, and that advance shall be liquidated upon submission of the specific, associated deliverable for final payment, before seeking another advance. The amounts of any authorized advances and any limits on such funds are also given with the specific tasks. If a task does not have with it an associated authorization for an advance or progress payment, then none shall be authorized for that task.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NOTICE LISTING CONTRACT CLAUSE INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make either full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>.

NUMBER	TITLE	DATE
	40 CFR Chapter 1, Subchapter B Resource Conservation and Recovery Act (RCRA) – (40 CFR Ch. I (7–1–12 Edition))	
FAR 52.227-14 Rights in Data – General		(DEC 2007)

### **H.2 REPORTING AND EXECUTIVE COMPENSATION**

#### **A. Reporting Total Compensation of Contractor Executives**

1. Applicability and what to report. The contractor must report total compensation for each of the contractor's five most highly compensated executives for the preceding completed fiscal year, if –
  - i. in the contractor's preceding fiscal year, the contractor received-
    - (a) 80 percent or more of the contractor's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subcontracts); and
    - (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subcontracts); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. The contractor must report contractor executive total compensation described in paragraph b.1. of this contract term:

- i. To the IJC.
- ii. By the end of the month following the month during which the award is received. For example, if an award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the contractor must report any required compensation information by November 30 of that year.

#### B. Exemptions

1. If, in the previous tax year, the contractor had gross income, from all sources, under \$300,000, the contractor is exempt from the requirements to report:
  - i. the total compensation of the five most highly compensated executives

#### C. Definitions. For purposes of this contract term:

1. Entity means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subcontractor under an contract or subcontract to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Contract:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the contractor received this contract.
  - ii. A contract may be provided through any legal agreement, including an agreement that contractor or a subcontractor considers a contract.
4. Contractor means an entity that
  - i. Receives a contract under this award; and



- ii. Is accountable to the IJC for the use of the Federal funds provided by the contract.
- 5. Total compensation means the cash and noncash dollar value earned by the executive during the contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### **H.3. SUSPENSION AND DEBARMENT**

Contractor shall fully comply with Subpart C of 2 CFR Part 180, entitled "Responsibilities of Participants Regarding Transactions." Contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart 8 of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent covered transactions. Contractor acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this contract or pursuance of legal remedies, including suspension and debarment.

Contractor may access suspension and debarment information at <http://www.sam.gov>. This system allows contractor to perform searches determining whether an entity or individual is excluded from receiving Federal funds/assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

*International Suspension and Debarment for Public International Organizations.*

The contractor agrees to the following:

- (1) The contractor agrees to verify that any person it intends to directly enter into a lower tiered covered transaction with, as described in Subpart 8 of 2 CFR Part 180, entitled "Covered Transactions," and in effect at the time of this contract is not excluded or disqualified from Federal non-procurement transactions by:
  - a) Checking the System for Award Management (SAM) (Contractors may access the List at <http://www.sam.gov>); or
  - b) Obtaining a certification from that person stating they are not excluded or disqualified from U.S. Federal non-procurement transactions; or
  - c) Including a term and condition in the covered transaction in which the person acknowledges that he/she/it is not excluded or disqualified from U.S. Federal non-procurement transactions.
- (2) To require that its direct lower tier transaction also complies with Item (1) above with respect to any subsequent lower tier covered transaction.
- (3) That if the contractor knowingly enters into a covered transaction with a person excluded or disqualified from Federal non-procurement transactions, the IJC may disallow the costs, annul or terminate this agreement.

#### **H.4 HUMAN TRAFFICKING**

1. The contractor, contractor employees, subcontractors under this contract, and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontracts.
2. The IJC may unilaterally terminate this contract, without penalty, if the contractor or a subcontractor that is a private entity is determined to have violated a prohibition in paragraph 1 of this contract term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the contract to have violated a prohibition in paragraph 1 of this contract term through conduct that is either:
    - a. Associated with performance under this contract; or
    - b. Imputed to contractor or the subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are

provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by USEPA agency at 2 CFR part 1532.

Contractor must inform Contracting Officer immediately of any information contractor receives from any source alleging a violation of a prohibition in paragraph 1 of this contract term. The IJC's right to terminate unilaterally that is described in paragraph 2.II.a or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S. C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to the IJC under this contract.
3. Contractor must include the requirements of paragraph this clause of this contract term in any subcontracts issued to a private entity.

#### **H.5 CENTRAL CONTRACTOR REGISTRATION/SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER**

- A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). The contractor shall ensure that the information in the SAM is up to date until the contractor submits the final financial report required under this contract or receive the final payment, whichever is later. This requires that the contractor review and update the information at least annually after the initial registration, and more frequently if required by changes in contractor's information or another contract term.
- B. Requirement for Data Universal Numbering System (DUNS) numbers. If the contractor is authorized to make subcontracts under this contract, subcontractor:
1. Must notify potential subcontractors that no entity (see definition in paragraph C of this contract term) may receive a subcontract from contractor unless the entity has provided its DUNS number to the contractor.
  2. May not make a subcontract to an entity unless the entity has provided its DUNS number to the contractor.
- C. Definitions. For purposes of this contract term:
1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a contractor. Additional information about registration procedures may be found at the System for Award Management Internet site (at <http://www.sam.gov>).

2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this contract term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a contract to a non-Federal entity.

## **H.6 COPYRIGHT SOFTWARE AND WRITTEN MATERIALS**

IJC has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this contract. Other authorized purposes include, but are not limited to:

1. Use by USEPA and other Federal employees for official Government purposes;
2. Use by Federal contractors performing specific tasks for the Government;
3. Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the contractor through citation or otherwise;
4. Reproduction of documents for inclusion in Federal depositories;
5. Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and;
6. Limited use by other contractors to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other contractor to use the copyrighted works or other data.

Under Item 6, the contractor acknowledges that IJC/USEPA may authorize another contractor(s) to use the copyrighted works or other data developed under this contract as a result of:

- a) The selection of another contractor by IJC to perform a project that will involve the use of the copyrighted works or other data
- b) Termination or expiration of this agreement.

In addition, IJC may authorize another contractor to use copyrighted works or other data developed with federal funds provided under this contract to perform another contract when such use promotes efficient and effective use of Federal funds.

## **H. 7 AUDIT REQUIREMENTS**

- (a) It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the grant, will be maintained in accordance with the contractor's usual accounting procedures, which must follow generally accepted accounting practices. All such financial records must be maintained for at least three years after the final disbursement of funds under this grant.
- (b) The contractor confirms that the contract account will be audited applying established procedures under appropriate provisions of the financial regulations and rules of the United States, and agrees to furnish copies of any audit reports to IJC along with such other related information as may be requested by IJC with respect to questions arising from the audit report.

## **H. 8 RECORDS RETENTION**

Financial records, supporting documents, statistical records and all other records pertinent to this contract shall be retained for a period of 3 years from the date of submission of the final invoice.

## **H.9. LOBBYING CERTIFICATION AND DISCLOSURE**

- (a) Lobbying Certification and Disclosure: Lobbying (over US\$100,000) the contractor certifies, to the best of their knowledge and belief, that:
  - (1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress, or any employee of a Member of Congress in connection with this contract or cooperative agreement, the contractor shall complete and submit the attached Standard Form – LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- (3) The contractor shall require that the language of this certification be included in the award documents for all subcontracts exceeding US\$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that the contractor and all subcontractors shall certify and disclose accordingly. A copy of this certification and the "Disclosure Form to Report Lobbying" are attached for the contractor's use in obtaining the certifications for contracts.

This certification is a material representation of fact upon reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of less than US\$10,000 and not more than US\$100,000 for each failure.

#### **H.10 LOBBYING AND LITIGATION**

Lobbying and Litigation: The chief of executive officer of the contractor shall ensure that no contract funds awarded under this contract are used to engage in lobbying of U.S. Federal Government or in litigation against the United States unless authorized under existing law.

#### **H.11 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the countries where Contractor is authorized to perform the services.

#### **H.12 LANGUAGE REQUIREMENT**

Contractor personnel and/or consultants shall have English proficiency as needed to perform technical services. IJC reserves the right to test proposed individuals to ensure that they have the required language capabilities as required by the contract.

#### **H.13 ORGANIZATIONAL CONFLICTS OF INTEREST**

The contractor shall ensure that it is able to render unbiased and impartial services as part of fulfilling the scope of work, and that the judgment of its personnel will not be biased by any organizational conflicts of interest. The contractor shall conduct any and all necessary reviews to ensure that no conflicts of interest, as defined in FAR 9.505, exist at the time of proposal submission. The contractor shall endeavor to prevent any conflicts of interest from occurring after proposal submission, and shall advise the IJC should the contractor discover a conflict of interest, or if a conflict of interest should come into being at any time after proposal submission or during contract performance.

#### **H.14 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this contract.

#### **H.15 TAXES**

Any taxes, whether foreign or domestic, that the contractor expects to incur as a result of contract performance, should be included in the contractor's quoted price. Unforeseen tax expenses shall not be the basis of an equitable adjustment or change proposal during contract performance and the IJC shall not be liable for any taxes not included in the contractor's price proposal.

#### **H.16 KEY PERSONNEL**

The contractor must propose key personnel with the required skills to fulfill the objectives defined in the scope of work. Upon award, these personnel must be assigned to work on the contract. The COR must approve any replacements for proposed key personnel. The contractor shall provide the resume(s) for any proposed replacements to key personnel, as well as any other reasonable information that the COR may request so as to determine the adequacy of the proposed replacement.

#### **H.17 SAVE HARMLESS PROVISIONS**

The contractor shall save harmless the International Joint Commission and Government of the United States, from suit or damage arising out of work performed under this contract or the manner in which the work is performed, to the extent such suit or damage arises from the negligent act, error or omission of Contractor. The contractor shall not represent itself as an agent of the International Joint Commission or the Government of the United States with respect to dealings with others. The contractor and all subcontractors shall certify compliance with all local, state and federal rules which govern its activities as an independent vendor and contractor. Neither Party shall be liable for incidental, indirect, special or consequential damages.

#### **H.18 LIMITATIONS ON THE GOVERNMENT'S LIABILITY FOR FUNDING**

The Government's liability for funding is set by the appropriate legislative, administrative and fiscal authorities of the United States Government. Funds are available for this contract as designated by the contracting officer. Any requirements for funds in excess of those designated as available or chargeable to fiscal years other than the one from which the designated available funds originate, shall be subject to limitations imposed by the legislative, fiscal and administrative authorities of the United States. The United

States Section International Joint Commission shall not be obligated to provide funds in excess of those limitations.

#### **H.19 PAYMENTS BY ELECTRONIC FUNDS TRANSFER (FAR 52.232-28)**

Regulations on the use of electronic funds transfer (EFT) are incorporated in this section by reference. The contractor shall contact Ms. Susan Haynes-Brown, Administrative Officer of the US Section at [haynesbrowns@washington.ijc.org](mailto:haynesbrowns@washington.ijc.org) or 202-736-9013 to provide bank routing information for any payments or disbursements.

#### **H.20 SUBCONTRACTS AND TASK ORDERS**

Subcontracting is subject to an overall limitation of 50% of the cost of a given deliverable that authorizes subcontracts. Any subcontractor receiving \$2500.00 or more (US funds or its Canadian equivalent) in any subcontract shall be subject to the certification requirements of Item IIJ.) Contractor has received a waiver for pricing of its work for the Commission, but as part of any subcontracting process, contractor may require pricing information as part of the cost proposals of potential subcontractors.

#### **H.21 EXEMPTION FROM U.S. FREEDOM OF INFORMATION ACT (FOIA) AND ITS CANADIAN COUNTERPART LEGISLATION**

As an international organization with a diplomatic mission, The International Joint Commission is exempt from the Freedom of Information Act (FOIA) and its Canadian counterpart. All requests of the Contractor(s) or others for information that would otherwise be treated under FOIA or its Canadian counterpart legislation shall be forwarded to the Commission through the COR for Commission determination pursuant to the IJC Rules of Procedure for Availability of Records. The Contractor(s) shall protect all Commission information, data and records, with respect to this contract as indicated in H.22.

#### **H.22 SECURITY AND PROTECTION OF COMMISSION FILES, DOCUMENTS, AND RECORDS**

Although the contract is UNCLASSIFIED, because of the Commission's exemptions from FOIA (H.21) and its rights in data (H.23), the Contractor(s) shall be required to protect from discovery, loss, deliberate or accidental release all files, data, records, correspondence and communications and other items related to this contract.

#### **H.23 RIGHTS IN DATA (FAR 52.227-14)**

The Commission maintains all rights in data. The Commission maintains the right to publish, disseminate, and use the material produced under this contract, or to withhold this material from public access and release under Commission Rules of Procedure. If the Commission grants permission to the contractor to publish and disseminate reports of the work accomplished, the contractor shall acknowledge the financial support of the International Joint Commission and the U.S. EPA Great Lakes Restoration Initiative and



shall include at the beginning any published document an appropriate disclaimer that the report does not represent the official views and policies of the International Joint Commission.

#### **H.24 CHANGES (FAR 52.243-1)**

This clause is provided to specify the conditions and situations which allow for redirection, reprogramming, change of emphasis, and modification of deliverables within the cost constraints of the overall funding of this contract.

If there are changes in the various deliverables, tasks, and other associated items, the COR shall invoke the changes clause.

#### **H.25 INSURANCE**

Contractor agrees to maintain during the performance of the Services: (1) statutory Workers' Compensation coverage; (2) Employer's Liability; (3) General Liability; (4) Automobile Liability; and (5) Professional Liability insurance coverage each in the sum of \$1,000,000;

#### **H.26 STANDARDS OF PROFESSIONAL CARE**

Contractor is obligated to comply with applicable standards of professional care in the performance of the Services.

## **PART II – CONTRACT CLAUSES**

### **SECTION I – CONTRACT CLAUSES**

#### **I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.**

**TERMS AND CONDITIONS-SIMPLIFIED ACQUISITION (OTHER THAN COMMERCIAL ITEMS)** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**FAR changes apply to solicitation issued on or after the effective date of the change.**

**Also, the full text of a clause may be accessed electronically at this/these address (es)**

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

The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference: The clauses listed below implement provisions of law or Executive order:

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
<b>FEDERAL ACQUISITION REGULATION</b>		
52.222-3	Convict Labor	Aug 1996
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.232-1	Payments	Apr 1984
52.232-25	Prompt Payment	Oct 2008
52.232.11	Extras	Apr 1984
52.243-1	Changes – Fixed-Price (Alternate I)	Apr 1984
52.244-6	Subcontracts for Commercial Items and Commercial Components	May 2002
52.253-1	Computer Generated Forms	Jan 1991

**The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply: The clauses listed below implement provisions of law or Executive order:**

52.222-26	Equal Opportunity (Applies to contracts over \$10,000)	Apr 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities (Applies to contracts over \$10,000)	June 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Applies to contracts over \$10,000)	Dec 2001
52.222-41	Service Contract Act of 1965, As Amended (Applies to Service Contracts over \$2500)	May 1989
52.223-5	Pollution Prevention and Right-To-Know Information ) (Applies to services performed on Federal Facilities)	Apr 1998

52.232-34	Payment by Electronic Funds Transfer— Other than Central Contractor Registration	May 1999
52.233-3	Protest after Award	AUG 1996

**Listed below are additional clauses that may apply:**

52.209.6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	July 1995
52.247-34	F.O.B. Destination	Nov 1991

**INSPECTION/ACCEPTANCE** – The contractor shall tender for acceptance only those items that conform to the requirements of this contract. The IJC reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The IJC may require the repair or replacement of nonconforming services at no increase in contract price. The IJC must exercise its post acceptance rights—

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**EXCUSABLE DELAYS** – The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of a government in its sovereign capacity, acts of the IJC in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**TERMINATION FOR THE IJC'S CONVENIENCE** – The IJC reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the IJC, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the IJC any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

**TERMINATION FOR CAUSE** – The IJC may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the IJC, upon request, with adequate assurances of future performance. In the event of termination for cause, the IJC shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the IJC for any and all rights and remedies provided by law. If it is determined that the IJC improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

## **WARRANTY - SERVICES**

### a) Definitions.

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

"Correction," as used in this clause, means the elimination of a defect.

- b) Notwithstanding inspection and acceptance by the IJC or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the contractor within 90 days from date of acceptance by the IJC. This notice shall state either:
  - a. That the contractor shall correct or re-perform any defective or nonconforming services; or
  - b. That the IJC does not require correction or re-performance.
  - c. If the contractor is required to correct or re-perform, it shall be at no cost to the IJC, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the IJC thereby, or make an equitable adjustment in the contract price.
- d. If the IJC does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

## **U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATORY PROVISIONS**

The U.S. Environmental Protection Agency awarded a cooperative agreement to the International Joint Commission to meet the objectives defined therein. The IJC contemplates the proposals from the qualified contractors to provide the services indicated in Section C – Scope of Work (SOW). In addition to FAR Clauses and provisions in this solicitation, the resulting contract will be subject to applicable EPA statutory provisions. The applicable regulatory provisions are “40 CFR Chapter 1, Subchapter B” and apply to the terms and conditions of this solicitation and contract.



## **SECTION – J LISTS OF THE ATTACHMENTS**

1. Form LLL – Lobbying Disclosure
2. FAR 52.209-06 Certification Regarding Responsibility Matters (APR 2010)

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

1. SMALL BUSINESS CONCERN REPRESENTATION
2. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
3. AFFIRMATIVE ACTION COMPLIANCE
4. CERTIFICATION OF NONSEGREGATED FACILITIES
5. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
6. CONTRACTOR ELECTRONIC FUND TRANSFER (EFT) CERTIFICATION

Name and Address of Offeror

Date of Offer

\_\_\_\_\_  
"SOLICITATION" MEANS "INVITATION FOR BIDS" IN SEALED BIDDING AND "REQUEST FOR PROPOSAL" OR "REQUEST FOR QUOTATION" IN NEGOTIATION.

"OFFER" MEANS "BID" IN SEALED BIDDING AND "PROPOSAL" IN NEGOTIATION.

"OFFEROR" MEANS THE PERSON OR FIRM SUBMITTING THE OFFER.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK APPROPRIATE CIRCLE AND FILL IN BLANKS.)

### 1. 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (Apr 2002) (DEVIATION FAR 52.219-1)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

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

#### *(b) Representations.*

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

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

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

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

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph

(b)(1) of this provision.] The offeror represents, as part of its offer, that small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) It is, or is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision

owned small business concern"-

(1) Means a small business concern

51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a



contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both; (ii) Be subject to administrative remedies, including suspension and debarment; and (iii) Be ineligible for participation in programs conducted under the authority of the Act.

( (b)(2) of this provision.] The offeror shall check the category in which its ownership falls

ITEMS 2, 3, 4, and 5 NEED TO BE CHECKED ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.

## 2. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that

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

(b) It o has, o has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards .

## 3. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (Applicable to contracts which include the clause at FAR 52.222-26, Equal Opportunity, except for construction contracts.)

The offeror represents that --

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

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

## 4. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

## 5. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

### (a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

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\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **1. Instructions to Offerors – Competitive Acquisition**

#### **2. Site Visit**

#### **3. Electronic Proposals (RFP)**

### **1. Instructions to Offerors – Competitive Acquisition**

#### **a. Definitions. As used in this provision –**

1. "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.
2. "In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
3. "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
4. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
5. "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

#### **b. Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).**

#### **(c) Submission, modification, revision, and withdrawal of proposals.**

(1) Unless other methods (e.g., electronic commerce) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages:

- (i) Addressed to the office specified in the solicitation, and
- (ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal (RFP) must show-

- (i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the IJC in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the IJC by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated IJC office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the IJC office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the IJC not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the IJC designated for receipt of offers and was under the IJC's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the IJC, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the IJC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of IJC personnel.
  - (iv) If an emergency or unanticipated event interrupts normal IJC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent IJC requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal IJC processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the IJC except for evaluation purposes, shall-
  - (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the IJC and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the IJC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the IJC's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
  - (1) The IJC intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The IJC may reject any or all proposals if such action is in the IJC's interest.
  - (3) The IJC may waive informalities and minor irregularities in proposals received.

- (4) The IJC intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The IJC reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The IJC reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The IJC reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the IJC's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the IJC.
- (8) The IJC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the IJC.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The IJC may disclose the following information in post award debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

## **2. FAR 52.237-1 SITE VISIT (Apr 1984)**

(Applies when services other than construction are to be performed on Government installations.)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract

performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

### **3. ELECTRONIC PROPOSALS (RFP)**

A. Definition. "Electronic proposals (RFP)" as used in this provision, means a proposal, or withdrawal of a proposal that is transmitted to and received by the IJC via e-mail or electronic submission.

B. Offerors may submit electronic proposals as responses to this solicitation. Electronic proposals are subject to the same rules as paper proposals.

C. If any portion of a electronic proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document

- (1) The Contracting Officer shall immediately notify the offeror and permit the offeror to resubmit the proposal.
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

D. The IJC reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

## SECTION M – EVALUATION FACTORS FOR AWARD

Each prospective Contractor's proposal is to be evaluated only based on the information provided in their proposal. Proposals will be reviewed by an expert review committee including IJC representatives. Proposals will be evaluated according to the formula in the table below.

Category number	Category	Category Weight
1	Contractor's Qualifications	40
2	Contractor's Understanding of the Study Scope of Work and Project Deliverables	60
<b>TOTAL SCORE</b>		<b>100</b>



# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FAR 52.209-06 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

The Offeror and/or any of its Principals— *“Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).*

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

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

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

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

(E) Has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_