



# United States Department of the Interior

FISH AND WILDLIFE SERVICE  
911 NE 11<sup>th</sup> Avenue  
Portland, Oregon 97232-4181



Notice to Offerors - RFQ

**RFQ Number:** 1024383

**Description:** National Environmental Policy Act (NEPA) Support

**Location:** Ruby Lake National Wildlife Refuge

**Site Visit:** No site visit will be provided, [http://www.fws.gov/Refuge/Ruby\\_Lake/](http://www.fws.gov/Refuge/Ruby_Lake/)

**Date for submission of Questions:** Contractors should submit any questions on this project directly to Michelle Belkot [Michelle.Bourret-Belkot@fws.gov](mailto:Michelle.Bourret-Belkot@fws.gov) later than 6:00 p.m. PDT Monday, August 24, 2015. Questions will be consolidated and answers provided by issuance of an amendment Thursday August 27, 2015.

## **Instructions to Offeror:**

a. Before submitting an offer, read the entire solicitation package carefully. Return the following items with your response:

1. PWS including performance metrics and measures (See SOO, Evaluation Factors)
2. Cost breakdown
3. Refer to "Evaluation Factors for Award" (FAR clause 52.212-2) as to what items to return with your quote in order to be considered technically responsive. NOTE: As a commercial service, offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer will be evaluated separately.
4. If amendment(s) should be issued, sign and return with proposal or acknowledge receipt on cover letter with proposal submission.

2. The former Central Contractor Registration (CCR) database and On-Line Representations and Certifications (ORCA) have migrated to the System for Award Management (SAM). Prior to award, contractor must be active in the SAM database now. Instruction to register with SAM as follows:

a) **Initial registration Information:** Interested contractors can receive an award from any Federal agency by obtaining a Duns number and registering with the System for Award Management (SAM). If a contractor is not active in SAM by the date for receipt of quotes, the Contracting Officer may elect to award to the next otherwise successful registered bidder.

b) **Duns Number:** If you do not currently have a Dun and Bradstreet number (DUNS number), you can call them to obtain one. This is a nine digit number assigned to a company for each address and can be obtained from Dun and Bradstreet by calling them at 1-866-705-5711 or via internet at <http://fedgov.dnb.com/webform>. That number should then become activated within 24 to 48 hours.

**c) System for Award Management (SAM):** Once your DUNS number is activated, you can go to the System for Award Management (SAM) web site at: <https://www.sam.gov/portal/public/SAM/> and create an account. User guides and webinars are available under the Help tab.

**d) SAM Contact Information** - Before contacting the Federal Service Desk (FSD), please refer to SAM's training material located under User Help as follows:

**For SAM Customer Service, contact:**

**Federal Service Desk**

**URL:** [www.fsd.gov](http://www.fsd.gov)

**Hours:** 8:00 a.m. – 8:00 p.m. (Eastern Time)

**US Calls:** 866-606-8220

**Basis for Award: Best Value (see page 3 for items to return with quote)**

**Date for receipt of Quotes:** By 6:00 p.m. PDT on Monday, August 31, 2015.

Three (3) methods to return quotes as follows:

Email response is acceptable to [Michelle\\_Bourret-Belkot@fws.gov](mailto:Michelle_Bourret-Belkot@fws.gov)

For Further Information:

Technical Coordinator: Sandy Osborn (916) 414-6503 or [Sandy\\_Osborn@fws.gov](mailto:Sandy_Osborn@fws.gov)

Contracting Contact: Michelle Belkot (503) 231-872-2813 or [Michelle\\_Bourret-Belkot@fws.gov](mailto:Michelle_Bourret-Belkot@fws.gov)

## STATEMENT OF OBJECTIVES (SSO)

### **National Environmental Policy Act (NEPA) Support for Pacific Southwest Region's Comprehensive Conservation Plans Ruby Lake NWR Ruby Valley, NV 89833**

#### **1. GENERAL:**

**1.1 Introduction.** Under this task order, the Contractor shall assist the U.S. Fish and Wildlife Service in the preparation of portions of a Comprehensive Conservation Plan and Environmental Assessment (CCP/EA) for the Ruby Lake National Wildlife Refuge (NWR or Refuge).

**1.2 Background.** Ruby Lake NWR is located in Elko and White Pine counties, Nevada. The Refuge encompasses 39,928 acres of contiguous lands supporting marsh, meadows, riparian corridors, grassland, and shrub-steppe upland. The area of analysis in the CCP/EA and this contract includes all lands within the Refuge boundary. Key issues at Ruby Lake NWR include: marsh management; protection of the relict dace, the only fish native to the Refuge; water quality and supply; invasive aquatic plants and animals; and protection of cultural and historic resources. More information on Ruby Lake NWR can be found online at:

*[http://www.fws.gov/refuge/ruby\\_lake/](http://www.fws.gov/refuge/ruby_lake/).*

#### **2. SCOPE:**

**2.1 Initial Project Coordination.** The Contractor shall assign a Project Planner within seven (7) days of the Notice to Proceed. All tasks will be completed with oversight from the Government's Technical Coordinator (see Section J.). Within seven (7) days of the Notice to Proceed, the Project Planner shall coordinate via telephone with the Technical Coordinator to discuss the project schedule and to arrange to receive the Government furnished materials necessary to allow the Project Planner to develop a basic understanding of the Refuge and the CCP process, as determined by the Technical Coordinator.

A planning initiation meeting will be held by teleconference within 3 weeks after the contract Notice to Proceed. The purpose of the initiation meeting is to clarify the project deliverables; to discuss the overall planning process; to acquaint the Contractor with the Refuge and its purposes; to answer questions about the management alternatives to be analyzed in the EA; and to provide other relevant information needed to complete the environmental consequences sections of the Draft EA. Prior to the planning initiation meeting, through review of the Government furnished materials, the Contractor shall have developed a basic understanding of the Refuge, the CCP process, and management alternatives; and shall be prepared to discuss the CCP and EA.

**2.2 Prepare Preliminary Administrative Draft Environmental Consequences Section.** The Contractor shall analyze the environmental consequences (environmental effects) of implementing each alternative in relation to the No Action Alternative, which serves as a baseline. A methodology section, which describes assumptions and how the analysis was conducted, shall be included in the environmental consequences section. The Contractor shall also include a significance criteria section quantifying the threshold for significance of effects. The sequence and format of the analysis of environmental consequences to resources shall coincide with the

sequence and list of resources in the Affected Environment chapter of the EA. The list of resources will be furnished by the Government. The Contractor shall include discussion of direct, indirect, secondary, and cumulative effects, and meet NEPA requirements for EAs. For each resource, the overall significance or insignificance of the impact shall be identified, with justification for its significance or lack thereof, with appropriate technical citations.

Use of graphics, charts, and maps clearly displaying the extent and relative magnitude of impacts is encouraged.

The Contractor shall submit a list of references (technical reference list) to support the technical citations that are required in the environmental assessment (EA) as a part of this scope, and a PDF of each document cited.

The Contractor shall include a summary of the environmental effects by resource for each alternative in a table format.

**2.2.1 OPTION ITEM.** The environmental consequences section shall include an economic analysis that answers the following questions:

- What contribution does/would Refuge administration make to the regional economy?
- What is the value of Refuge administration and expenditures, expressed as \$/acre?
- What does/would the Refuge's public use program contribute to the region in overall economic output, employment, and employee compensation?

**2.3 Prepare Administrative Draft Environmental Consequences Section.** The Service will review the Preliminary Draft Environmental Consequences Section. The Service estimates that their review comments on the Preliminary Draft Environmental Consequences Section will be provided to the Contractor within 60 calendar days of receipt of the Contractor's submittal of the deliverable. The Technical Coordinator will collate the Service's comments and identify and resolve any conflicts needing resolution prior to providing the comments to the Contractor. At this phase, minor changes to the alternatives may be made by the Service and are within the scope of this work.

The Contractor shall incorporate and address the Service's review comments to produce the Administrative Draft Environmental Consequences Section deliverable.

**2.4 Prepare Administrative Final Environmental Consequences Section.** The Service will review the comments received on the public Draft CCP/EA, including the Environmental Consequences Section (Draft Environmental Consequences Section) during the public comment period. The Service estimates that their review and instructions to the Contractor for revisions of the Draft Environmental Consequences Section will be provided to the Contractor within 60 calendar days of the last day of public comment period, as published in the Federal Register. The Technical Coordinator will collate the public's and the Service's comments and identify and resolve any conflicts needing resolution prior to providing the comments and instructions to the Contractor.

The Contractor shall incorporate and address the Service's comments and instructions to produce the Administrative Final Environmental Consequences Section deliverable.

### **3. DELIVERABLES:**

#### **3.1 Deliverables Schedule**

- Preliminary Administrative Draft Environmental Consequences – Within 45 calendar days of the Notice to Proceed, the Contractor shall submit the Preliminary Administrative Draft Environmental Consequences Section deliverables.
- Administrative Draft Environmental Consequences – Within 30 calendar days of receipt of review comments on the Preliminary Administrative Draft Environmental Consequences Section, the Contractor shall address and incorporate the Government's review comments and submit the Administrative Draft Environmental Consequences Section deliverables.
- Administrative Final Environmental Consequences – Within 30 calendar days of receipt of comments and instructions on the Draft Environmental Consequences Section, the Contractor shall address and incorporate the Government's comments and instructions and submit the Administrative Final Environmental Consequences Section deliverables.

**3.2 Deliverables Format.** The format of deliverables shall fully comply with the draft planning Chapter of the Service's (FWS) Manual. All deliverables shall be submitted to the Technical Coordinator in the following formats:

- One (1) master (editable) in MS Word or compatible format suitable for copying into the EA; and
- One (1) duplicate master in Acrobat (PDF) format suitable for printing or copying into the EA.

At the discretion and direction of the Technical Coordinator, the deliverable may be submitted electronically. The use of "drop boxes" is prohibited.

#### **4. PLACE/DELIVERY AND PERIOD OF PERFORMANCE:**

No site visits are required. The work shall be conducted at Contractor's place of business. The period of performance for this task order is from the date of the Notice to Proceed (estimated to be) October 1, 2015 through January 20, 2017.

#### **5. INSPECTION AND ACCEPTANCE:**

The deliverables shall be consistent with the format and content specified in the draft planning chapter for the Service Manual and Service's graphic standards. The documents shall be no longer than necessary to concisely address required contents, extensively use references to documents already in existence, describe which resources are eliminated from detailed analysis and why, focus on resources affected by the proposed action, and be written so that the layperson can understand the documents. The use of technical jargon shall be minimized. Technical data shall be provided in appendices if needed for the reader's understanding, or shall be available from the Service if requested. The Contractor is encouraged to submit products (or sections of products), as they are completed, to the Technical Coordinator prior to the deadlines.

## **6. GOVERNMENT FURNISHED EQUIPMENT OR MATERIALS/INFORMATION:**

The Government will:

- Provide overall project management for the CCP and EA process, as well as oversight and guidance to the Contractor on this project.
- Provide available data and reports related to geology, soils, water quality, topographic information, biological resources, current and past public use and visitor services, as well as any available visitor profile information (e.g., demographics, annual and peak visitation), as determined by the Technical Coordinator.
- Provide available GIS data including approved refuge boundaries, ownership boundaries, vegetation communities, species distribution and other relevant data.
- Provide existing management plans, environmental compliance documents, and resource survey reports and text of the National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57), as determined by the Technical Coordinator.
- Prepare all planning updates (newsletters),
- Conduct public scoping, scoping meetings, public review, and public meetings.
- Prepare all required Federal Register Notices.
- Prepare the NEPA decision document.
- Manage all printing requirements for public distribution documents.
- Provide written descriptions of management alternatives for the Refuge for inclusion into the CCP and analysis in the EA.
- Provide the Contractor with a CCP and EA outline and all sections of the CCP and EA other than the environmental consequences.
- Provide the Contractor with the list of resources that shall be analyzed by the Contractor in the Environmental Consequences section.
- Provide all required revisions to the CCP and EA that are the result of comments by the Service or the public that will be incorporated into subsequent submittals by the Contractor.
- Provide a figure depicting a comparative graphic representation of each of the alternatives analyzed in the EA (alternatives figure or map), if applicable.
- Provide applicable public comments received and the Government's responses to public comments. Copies of the original public comments received during the public comment period will be provided at the discretion of the Technical Coordinator.

**Confidentiality.** Government furnished materials, Contractor work products, deliverables, and information regarding this project shall not be disclosed outside the Contractor's work team and are the property of the Government. The Contractor, its work team, and employees shall maintain the aforementioned documents and information pertaining to this project as confidential.

## **7. PROPOSAL EVALUATION CRITERIA**

### **7.1 Selection Criteria**

Each submitted proposal will be evaluated on the criteria below and cost. Proposals will also be evaluated with respect to ability to observe the proposal instructions. Incomplete proposals or failure to provide the information required by the Request for Quote (RFQ) may result in the proposal not being considered.

Selection criteria in addition to price include:

**NEPA Experience.** Contractor's and Project Team's qualifications will be evaluated primarily upon the expertise and experience of personnel that are assigned and committed to the project. Experience and demonstrated ability in technical writing, editing, and formatting similar natural resource planning and NEPA documents will be given greater weight.

**50 points**

**Natural Resources Planning Experience.** Contractor's and Project Team's qualifications will be evaluated primarily upon the expertise and experience of personnel that are assigned and committed to the project. Experience, knowledge, and demonstrated ability in environmental compliance and planning for national wildlife refuges or other similar natural resources planning projects will be given greater weight.

**30 points**

**Performance.** Past similar experience demonstrating ability to perform the tasks described in this Statement of Work (SOW) within agreed upon budgets and schedules.

**20 points**

Total Points: **100**

### **7.2 Project Team Qualifications**

Project Team must demonstrate expertise and experience in the following:

- 1.** Specific experience preparing NEPA documents for Federal agencies. Prior experience with the Department of the Interior, U.S. Fish and Wildlife Service, and national wildlife refuges will be given greater weight.
- 2.** Technical writing skills to ensure a clear and concise NEPA document. Familiarity with environmental issues related to management of federal lands and natural resources, including national wildlife refuges.
- 3.** Demonstrated expertise of the Project Team in resource sectors such as:
  - a. Wetlands, water quality effects analysis, and mitigation;
  - b. Surface and subsurface hydrology;
  - c. Natural resources management;
  - d. Tribal rights and interests;
  - e. Environmental justice;

- f. Cultural, historical and archeological resources and NHPA Section 106 consultation;
- g. Vehicle transportation including traffic impacts and emissions;
- h. Air emissions; and
- i. Air quality effects analysis and mitigation relative to air emissions associated with the project including diesel particulate, greenhouse gases, and dust emissions;
- j. Economics and socioeconomics - see Option Item, herein.

**4.** The Project Team's qualifications are to be demonstrated by providing the following information:

**5.** Submit an organizational chart identifying the proposed Project Team's key personnel and subcontractors, including measures to assure the consistency and retention of key personnel of the Project Team. The key personnel in the Project Team shall remain on the Project Team throughout the contract term unless the Government consents in writing to a personnel change.

**6.** Submit a summary of the Contractor's business operations and capabilities as they pertain to the proposed project of not more than two (2) pages in length.

**7.** If the proposed Project Team includes subcontractors, a summary of not more than one (1) page in length may be provided for each subcontractor. Inclusion of any other descriptions of a firm's overall business, or promotional material is not encouraged and will not receive consideration.

**8.** Key Personnel. Submit a personnel table identifying key personnel and proposed subcontractors, identifying the expertise of the key personnel and proposed subcontractors as related to the requirements of this SOW.

**9.** For the Project Team's key personnel, submit a resume and, at a minimum, the following information for each individual. Each resume for key personnel shall not exceed one (1) page.

- a. Name and firm;
- b. Project team assignment and responsibilities;
- c. Availability during contract term;
- d. Summary of expertise and experience with respect to the qualifications requirements listed above;
- e. Education and relevant registrations;
- f. Years of professional experience;
- g. Experience with preparation of NEPA analysis including how many and their scope of involvement and role in the preparation of NEPA documents;
- h. Experience in coordinating complex NEPA analysis involving multiple disciplines.

**10.** For the proposed Project Manager, key personnel, and subcontractors, provide a list of no less than five (5) relevant projects. The list and summary of projects shall be no more than five (5) pages each.

- a. The Project Manager, key personnel, and subcontractors shall only list projects which their company performed at least 50% of the work.
- b. For each project, provide a summary of the project including the individual's role, the date the project was completed, and a current reference that may be contacted.



## **8. OPTIONAL ITEM**

In accordance with the SOW, Option Item, the economic and socioeconomic analysis in the NEPA document will be exercised at the discretion of the Government, and shall be identified and proposed separately. Submit as required by section 2.2.1 herein, the Project Team member(s)'s or subcontractor's expertise and experience in economic analysis for inclusion in the NEPA compliance documentation in accordance with the SOW.

## **9. AVAILABILITY:**

Access to the Refuge is not implied or required under this statement of work. Site visits, access, and guided visits to the Refuge are not included in this statement of work.

## **10. SITE COORDINATOR:**

Sandy Osborn, Refuge Planner  
U.S. Fish and Wildlife Service  
2800 Cottage Way, Room W-1832  
Sacramento, CA 95825-1846

*Sandy\_Osborn@fws.gov*  
916-414-6503 (phone)  
916-414-6497 (fax)

**52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02) (FEB 2015)**

By Ref.

**52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02) (FEB 2015)**

By Ref.

**52.212-2 Evaluation—Commercial Items (OCT 2014)**

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

- 1) *Technical capability of the item offered to meet the Government requirement (PWS including performance metrics and measures per number 7 of SOO);*
- 2) *Past performance; and*
- 3) *Price (cost breakdown)*

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

**52.232-99 -- Providing Accelerated Payment to Small Business Subcontractors**

**(DEVIATION 2012-00014) (August 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

**52.242-15 Stop-Work Order (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

**Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the

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contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice *[CO to edit and include the documentation required under this contract]*:

- Reference Purchase Order
- Invoice

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

#### CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

April 2013

(a) The U.S. Fish and Wildlife Service (Service) will submit an electronic record of contractor performance on this contract in the Past Performance Information Retrieval System (PPIRS) at <http://www.ppirs.gov>. The Service has implemented the Contractor Performance Assessment Reporting System (CPARS) to submit records to PPIRS. One or more past performance evaluations will be conducted on this contract in order to record contractor performance.

(b) The past performance evaluation process is a paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) The Contractor (you) must furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to past performance evaluation(s) for this contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Service Assessing Official. The report information must at all times be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may also be found at this site.

(e) Within 60 days after the end of a performance period, the Service Assessing Official (AO) for the contract will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in CPARS and your comments must focus on objective facts in the AO's rating, narrative and your performance of the contract. In addition to the ratings and supporting narratives, review the accuracy of all information in the evaluation, as it includes key fields that will be used by the Government to identify the Contractor in future source selection actions. If you elect not to provide comments, acknowledge receipt of the evaluation by indicating "No comment" in Block 22 along with signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

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- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason the form cannot be viewed and/or submitted through CPARS, contact the AO for instructions.
- (2) Strictly control access to the evaluation within your organization, and ensure the evaluation is never released to persons or entities outside of their control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
  
- (g) If you wish to discuss a past performance evaluation, send a request in writing to the AO no later than seven days following the date the Service submits an evaluation to CPARS.
  
- (h) If the parties cannot resolve any disagreement in the content of the past performance evaluation, the original evaluation as well as your comments will be referred to the Reviewing Official (RO). The RO will make a final determination on the performance evaluation.
  
- (i) The completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting future source selection actions after it has been finalized.

(End of clause)