United States
Department of
Agriculture

Office of the General Counsel
1400 Independence Ave. SW
Washington, DC 20250-1400

May 11, 2020

Delivered via Electronic Mail
Austin R. Evers
American Oversight
1030 15th Street NW
Suite B255
Washington, District of Columbia 20005
Email: foia@americanoversight.org

Ricardo J. Salvador
Union of Concerned Scientists
1825 K Street NW
Suite 800
Washington, District of Columbia 20006

Re: Freedom of Information Act (FOIA) Request No. 2020-DA-02835-F
Final Response

Dear Mr. Evers and Mr. Salvador:

This is the final response to the March 4, 2020, Freedom of Information Act (FOIA) request you submitted to the U.S. Department of Agriculture (USDA), Departmental FOIA Office (DFO). Your request sought the following record:

> A complete copy of Contract No. 12314419C0002, issued by USDA's Acquisition Management Branch to Ernst & Young LLP on or around October 22, 2018, pursuant to Solicitation No. 12314219Q0006. This request includes any and all attachments to this contract, including "USDA Contract Clauses," "EY Performance Work Statement," "EY Quality Assurance Surveillance Plan," and "EY Pricing."

By letter dated April 22, 2020, the DFO issued an interim response which included three (3) pages of responsive records.

Your request has been processed under the FOIA, 5 U.S.C. § 552.

The DFO continued its review of records produced by the Office of Contracting and Procurement (OCP). The DFO identified an additional twenty-nine (29) pages of responsive records.

Following a review of the records, the DFO has determined that certain information contained therein should be withheld pursuant to U.S.C. § 552 (b)(4) (FOIA Exemption 4) and

U.S.C. § 552 (b)(6) (FOIA Exemption 6). Below is an explanation of the information that has been withheld.

FOIA Exemption 4

Exemption 4 of the FOIA, which protects privileged or confidential trade secrets and commercial or financial information, is intended to protect the interests of both the government and submitters of information. 5 U.S.C. § 552(b)(4). The exemption covers two broad categories of information contained in Federal agency records: 1) trade secrets, and 2) information that is (a) commercial or financial, and (b) obtained from a person, and (c) privileged or confidential. When commercial or financial information is both customarily and actually treated as private by its owner and provided to the government under an assurance of privacy, it is exempt from disclosure.

In this instance, the information withheld under Exemption 4 consists of confidential financial information provided to the agency by a business. The withheld information is also not customarily disclosed to the public and treated as private by the business submitter. For these reasons, the information is being withheld under Exemption 4 of the FOIA.

FOIA Exemption 6

Exemption 6 generally is referred to as the "personal privacy" exemption. It provides that the disclosure requirements of FOIA do not apply to "personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy." Application of the exemption involves balancing the public's interest in disclosure against individuals' privacy interests.

The information withheld under Exemption 6 consists of the identities of the vendor's points of contact, direct-dial phone numbers, unpublished business contact information, and signatures. This information qualifies as "similar files" because it is information in which individuals have a privacy interest. Releasing the identities of the vendor's points of contact, direct-dial phone numbers, and unpublished business contact information could subject them to unwarranted or unsolicited communications, or even harassment. Furthermore, the image of a signature could be misused for identity theft. For this reason, there is a strong privacy interest in the image. Since there is a viable privacy interest that would be threatened by disclosure, Exemption 6 authorizes this office to withhold the information. Accordingly, we have determined that the public interest in the information's release does not outweigh the overriding privacy interests in keeping it confidential.

You may appeal this response by email at USDAFOIA@usda.gov. Your appeal must be in writing, and it must be received electronically no later than 90 calendar days from the date of this letter. The OGC will not consider appeals received after the 90 calendar-day limit. Appeals received after 5:00 p.m. EST will be considered received the next business day. The appeal letter should include the FOIA tracking number listed above, a copy of the original request, the DFO's response to your original request, and a statement explaining the basis of your appeal. For quickest possible handling, the subject line of your email should be marked "Freedom of Information Act Appeal." You should also reference FOIA No. 2020-DA-02835-F.

You may seek dispute resolution services from the DFO's FOIA Public Liaison, Ms. Camille Aponte. Ms. Aponte may be contacted by telephone at (202) 505-0271, or electronically at Camille.Aponte@usda.gov or USDAFOIA@usda.gov.

You also have the option to seek assistance from the Office of Government Information Services (OGIS). Please visit https://www.archives.gov/ogis/mediation-program/request-assistance for information about how to request OGIS assistance in relation to a FOIA request.

Provisions of the FOIA allow us to recover part of the cost of processing your request. In this instance, your fee waiver has been granted and no fees will be charged.

If you have any questions regarding the processing of this request, please contact Ms. Melanie Enciso at (202) 694-5982, or electronically at melanie.enciso@usda.gov or USDAFOIA@usda.gov.

For additional information regarding USDA FOIA regulations and processes, please refer to the information available online at www.dm.usda.gov/foia.

The DFO appreciates the opportunity to assist you with this matter.

Sincerely,

Alexis R. Graves

Alexis R. Graves
Departmental FOIA Officer
Office of the General Counsel

Enclosures: Responsive Records (29 pages)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 937246

2. CONTRACT NO.: 12314419C0002
3. AWARD/EFFECTIVE DATE: 10/22/2018
4. ORDER NUMBER:
5. SOLICITATION NUMBER: 12314219Q0006
6. SOLICITATION ISSUE DATE: 09/20/2018

7. FOR SOLICITATION INFORMATION CALL
a. NAME: MONICA TAYLOR
b. TELEPHONE NUMBER (No collect calls): 202-720-3009
8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY — CODE: DASO-OCP-POD-

USDA, DM/OCP/POD/AMB, POD Acq Mgmt
Acquisition Management Branch-WDC
355 E Street S.W.
10th Floor, Suite 10-149A
Washington DC 20024-3243

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS: 541611
SIZE STANDARD: $15.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE
12. DISCOUNT TERMS:
13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING:
14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE: DASO-OCP-DO

USDA, DM/OCP/DO, Office of the Dire
1400 INDEPENDENCE AVENUE SW, WHITTE
WASHINGTON DC 20250

16. ADMINISTERED BY — CODE: DASO-OCP-POD-AMB

USDA, DM/OCP/POD/AMB, POD Acq Mgmt
Acquisition Management Branch-WDC
355 E Street S.W.
10th Floor, Suite 10-149A
Washington DC 20024-3243

17a. CONTRACTOR/OFFEROR — CODE: 1100164106# — FACILITY CODE:

ERNST YOUNG LLP
1775 TYSONS BLVD
1100164106#
TYSONS VA 22102

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE: IPP

Invoice Processing Platform (IPP)
All invoices must be submitted
electronically through the
Invoice Processing Platform (IPP)
via www ipp gov

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 34-6565596 DUNS Number: 095347159 USDA Site Solicitation Consulting Services The United States Department of Agriculture (USDA) has a requirement for Site Selection Consulting Services in support of the USDA making a decision on where to relocate two USDA agencies as announced in Federal Register Volume 83, Number 158 (Wednesday, August 15, 2018). The contractor's quote dated October 4, 2018, pricing				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: DA00.19.......198R41RELOC.2540...

26. TOTAL AWARD AMOUNT (For Govt. Use Only): $169,655.30

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52 212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☒ 29. AWARD OF CONTRACT: ______ OFFER DATED ______. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: [redacted] (b)(6)

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*: (b)(6) [redacted]
30c. DATE SIGNED:

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: MONICA L. TAYLOR
31c. DATE SIGNED: 10-22-18

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	revised October 15, 2018, is hereby accepted in the amount of $339,310.60. The contractor shall perform services in accordance with its accepted quote, in its entirety. Pursuant to FAR Part 13 and FAR Part 37.602(c), the contractor utilized the solicitation statement of objectives (SOO) to develop the performance work statement; however, the SOO does not become part of the contract. The contractor's Performance Work Statement (PWS), Quality Assurance Surveillance Plan (QASP), and Pricing is hereby incorporated into this award. The services will be non-personal and include the reviewing of "Expressions of Interest" submitted in response to the USDA Federal Register Notice. This is a time-and-materials contract. The period of performance for this effort shall not exceed 12 months. Funding in the amount of $169,655.30 is hereby obligated to partially fund the contractor's time-and-materials quote. The remaining funding is subject to the availability of fiscal year 2019 funds. Upon receipt of funding, a formal modification will be issued. The contractor shall not exceed the available obligation on this order. The contractor shall not work at risk. The ceiling on this time-and materials contract is hereby established in the amount of Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: ____________

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MA LING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MA L OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
ERNST YOUNG LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$339,310.60. This contractor shall not assume that additional funding will be added nor shall the contractor commence any work beyond the available funding. The ceiling may only be increased via formal modification to this contract signed by a warranted USDA Contracting Officer. See attachments for additional information. The Contractor shall submit invoices in the Invoice Processing Platform (IPP) as identified on the SF1449. Any invoice submitted outside of the IPP system will not be processed for payment. Unless providing a courtesy copy, invoices shall not be sent directly to the Contracting Officer and/or Program Office. Invoices not submitted in IPP will be considered improper and returned to the vendor. The Contractor shall attach documentation to support the invoice in IPP, if applicable. USDA will not enter invoices into IPP on behalf of the contractor. If assistance is needed, the IPP Helpdesk may be reached at: (866) 973-3131 or IPPCustomerSupport@fms.treas.gov. Attachments -USDA Contract Clauses (8 pages) -EY Performance Work Statement (9 pages) -EY Quality Assurance Surveillance Plan (4 pages) -EY Pricing (4 pages) Delivery: 10/24/2018 Agency Code: DA00 Budget Yr Start: 19 SHC: 198R41RELOC BOC: 2540 Period of Performance: 10/24/2018 to 10/23/2019				
001	USDA Site Selection Consulting Services Obligated Amount: $169,655.30 Payment Status: USDA NFC Accounts Payable Branch 800-421-0323 Contracting Officer: Monica L. Taylor, 202-720-3009, MonicaL.Taylor@wdc.usda.gov Continued ...				169,655.30

NAME OF OFFEROR OR CONTRACTOR
ERNST YOUNG LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contracting Officer Representative (or Technical Point of Contact): TBD Vendor Point of Contacts: [redacted], Principal, [redacted], [redacted]@ey.com [redacted], Assistant Director, [redacted], [redacted]@ey.com The total amount of award: $169,655.30. The obligation for this award is shown in box 26.				

CONTRACT CLAUSES

**Solicitation provisions have been removed.*

FAR 52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/far
https://www.dm.usda.gov/procurement/policy/agar_x/agar02/subchaph.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (NOV 2013)
52.204-2	Security Requirements (AUG 1996)
52.212-4	Contract Terms and Conditions- Commercial Items (Alternate JAN 2017)
52.227-14	Rights in Data—General (MAY 2014)
52.232-18	Availability of Funds (APR 1984)

AGRICULTURE ACQUISTION REGULATIONS (AGAR) CLAUSES

452.224-70	Confidentiality of Information (FEB 1988)
452.237-75	Restrictions Against Disclosure (FEB 1988)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (AUG 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate*.]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Aug 2018) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

(29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

(ii) Alternate I (JULY 2014) of 52.222-35.

(30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

__ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

__ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

_X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

__ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

__ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

__ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

_X_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

__ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 2003) of 52.247-64.

__ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Agriculture Acquisition Regulations (AGAR)

AGAR 452.216-74 Ceiling Price (FEB 1988)

The ceiling price of this contract is $339,310.60. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk. (End of Clause)

Local Clause – Invoicing Procedures

(a) Invoices shall be submitted electronically through the Department of Treasury's Invoice Processing Platform (IPP). The contractor shall follow instructions on how to register and submit invoices via IPP as prescribed at the IPP website https://www.ipp.gov/.

(b) Additional Information regarding what constitutes a proper invoice can be found by reviewing the Prompt Payment Act (31 USC Chapter 32 - PROMPT PAYMENT ACT).

(c) A complete contractor-generated invoice shall be provided electronically (either as an attachment via IPP or via email direct to the ACO and COR) along with applicable back up documentation.

(d) The Contractor shall submit any other information or documentation required by other clauses of the contract/order to support the invoice request such as reports, copies of travel vouchers, hotel and meal receipts, supporting paid invoices, receiving/acceptance reports, etc. Original receipts shall be maintained by the Contractor and made available to Government auditors upon request.

(End of Clause)

Confidential

United States Department of Agriculture (USDA)

Site Solicitation Consulting Services

Document 3: Proposed Performance Work Statement (PWS)

Solicitation No. 12314219Q0006 dated September 20, 2018; Amendment 1 dated September 20, 2018

October 4, 2018 at 4:00 PM ET

Prepared by:
Ernst & Young LLP
1775 Tysons Boulevard
Tysons, VA 22102
Phone: +1 703 747 1000
DUNS #: 095347159
TIN #: 34-6565596
Cage Code: 07EQ4
Business Size: Large Business
FSS Contract #: GS-00F-290CA

Authorized Signatory:
Name: (b)(6) [redacted]
Title: Principal
Phone: +1 (b)(6) [redacted]
Email: (b)(6) [redacted]@ey.com
www.ey.com

Building a better working world

PROPOSED PERFORMANCE WORK STATEMENT

United States Department of Agriculture
Office of Procurement and Property Management
Site Selection Consulting Services

PERFORMANCE OBJECTIVES AND DELIVERABLES

A. Performance Objective #1: Develop detailed requirements including researching the most critical needs of the affected agencies, considering the overall leadership objectives provided.

Proposed Efforts to Meet Performance Objective: The implementation of the performance objective is divided into two phases:

- **Phase 1 – Project Initiation and Planning**
  - Develop Project Plan for all phases, task, and activities
  - Establish project Performance Management and Reporting requirements

- **Phase 2 – Site Selection Objectives and Requirements**
  - Understand USDA leadership site selection goals and objectives
  - Capture site selection requirements and NIFA and ERS critical needs
  - Develop site selection criteria and importance ("weighting")

Phase 1 – Project Initiation and Planning: The contractor shall work with USDA leadership to identify, plan, and manage the site selection process of the two agencies. The contractor shall develop a Project Management Plan **(Deliverable 1),** which will include:

- Detailed timeline with milestones and deliverables, and project team structure for tasks, activities, and resources involved in the planning, analyzing, and stakeholder communication of the site selection process.

- Clearly defined the project team structure and governance, including the required USDA stakeholders, and USDA tasks and responsibilities in supporting the project.

The contractor shall establish the project performance management and reporting requirements associated with the execution of the project. These requirements shall include:

- Risk Management Plan **(Deliverable 2)**: Identify and address potential risk areas associated with the management and execution of the project. The contractor shall use a risk register to compile risks, probability and impact ratings, triggering events, mitigation strategies, and accountable owners to capture and manage risks. The contractor shall address the risk register during regular meetings with USDA leadership and escalate risks requiring action.

- Weekly and monthly status reports **(Deliverable 3):** Capture progress toward the timeline and deliverables and issues and risks that need to be discussed with USDA leadership. Include a status of funds section to validate the number of hours invoiced for payment will not exceed the number of hours worked performing the PWS.

- Kick-off meeting **(Deliverable 4):** Conduct a formal kickoff meeting to officially initiate the project and mobilize project team.

- **Service Quality:** The contractor will prioritize delivering and maintaining exceptional client service in a consistent and professional manner throughout the life of the engagement. The contractor will implement a service quality program intended to increase transparency, facilitate regular open communication between USDA and the contractor, proactively identify risks, and solicit regular feedback from USDA leadership.
- The contractor will focus on helping USDA achieve its desired outcomes in a manner that is aligned with its culture and how it wants to be served. The service quality program will be designed to: (1) confirm the Contractor's understanding of USDA's specific objectives; (2) establish services quality expectations of USDA executive sponsors, contracting officer representative, and project managers; (3) monitor progress towards meeting the objectives and service quality expectations; (4) provide timely, vetted, and high-quality deliverables; and (5) define the actions to address service quality issues as appropriate.

Phase 2 – Site Selection Objectives and Requirements: The contractor shall work with USDA leadership to conduct a strategic assessment to gain an understanding of the site selection process strategy and confirm the leadership goals and objectives. The contractor shall develop a Site Selection Requirements document **(Deliverable 5)** to include:

- Overall site selection strategy, approach, goals and objectives

- Key decision-makers and stakeholders, both of whom will be part of the process

- Complete list of location considerations (e.g., economic) and critical needs (e.g., proximity to public transportation) for inclusion in the site selection criteria

- Listing of potential geographies/cities to be included as part of the analysis

The contractor shall review and coordinate the site selection requirements document with USDA senior management and executive leadership to confirm USDA leadership priorities.

Through building a cohesive understanding of the site selection strategy and considerations across both agencies, the contractor shall develop the location criteria to select and evaluate different site options. The Federal Register Volume 83, Number 158 outlines the five criteria:

1. Transportation logistics
2. Workforce availability
3. Community/quality of life
4. Capital and operating costs
5. Information technology infrastructure

The contractor shall work with the USDA leadership team to identify additional criteria or sub-criteria (e.g., Transportation – airport hub status, availability of public transportation) and validate the importance (weighting) of each criterion. The contractor shall use these weightings to create a number of different scenarios against which to rank and score each potential location. The location model allows for multiple scenario analysis where different criteria could be prioritized. For example, a "cost" scenario may prioritize minimizing real estate and labor costs; "labor" scenario may prioritize access to a sufficient labor pool and the ability to recruit qualified personnel; and a "transportation" scenario may prioritize transportation infrastructure. These weightings will be used to score each potential location and provide USDA with a narrowed list of options. The quantitative analysis will be supplemented with qualitative insights on each of the locations (e.g., recent company expansions within the city) to support the short-listing of potential locations for additional due diligence.

The contractor shall develop the Location Selection Criteria report **(Deliverable 6)** to outline the five criteria, and identify weightings and importance levels. This will allow the contractor to analyze potential locations across a number of different scenarios to provide USDA leadership with a list of potential locations to meet the needs of each agency.

B. Performance Objective #2: Analyze potential sites to meet the most critical needs of the affected agencies including, but not limited to: pros, cons, constraints and challenges for each potential location.

Proposed Efforts to Meet Performance Objective:

The implementation of the performance objective is divided into three phases:

- **Phase 1 – Location screening and comparison**
  - Develop long list of locations to be evaluated based on criteria
  - Evaluate long list of locations against criteria
  - Determine and socialize short list of locations
- **Phase 2 - Detailed Location Analysis**
  - Perform detailed cost, benefit, and risk analysis
  - Perform city analysis
- **Phase 3 – Site Visits and Recommended Options**
  - Conduct site visits for top-ranked locations
  - Finalize prioritization and analysis

- Outline benefits (pros), risks (cons), and challenges

USDA leadership has chosen to relocate NIFA and ERS in order to improve customer service, strengthen their offices and programs, and save taxpayer dollars. Due to the unique characteristics of each agency such as workforce size, mission, and desired square feet per employee, each agency will be assessed using a unique set of factors to identify potential locations that appropriately meet their specific needs.

Phase 1 – Location screening and comparison: The contractor shall analyze an initial list of potential locations for both NIFA and ERS based on the agreed-upon selection criteria to identify a long list of potential locations for both agencies.

The contractor shall score each long list location against the key selection criteria and compared across costs, benefits, and risks. Under each location, locations will be ranked and scored and will then be averaged across the scenarios to develop a prioritized short list of potential locations that align to the selection criteria. The contractor shall develop a Location Short List Assessment **(Deliverable 7)** to document:

- Evaluation of the long list of potential sites against criteria
- Determination of the short list of sites

Phase 2 - Detailed City-Location Analysis: Based on the short list of sites, the contractor shall conduct individual city-location analysis, including costs, benefits, risks, and other qualitative considerations to help prioritize the different locations.

- Outline of pros, cons, constraints, and challenges for each short list locations
- Validation of short list of sites meeting USDA's critical needs

The contractor shall develop the City-Location Analysis Report **(Deliverable 8),** detailing the analysis of each of the cities from the short list locations.

Phase 3 - Community Evaluations for Top Locations: The contractor shall conduct an independent facilities study, including a review of existing facilities (federal or military) and building capacity and scalability. The contractor shall participate in site visits with the USDA team to the top two to three site locations from the short list. The site visits will include:

- Meetings with city officials, recruiting agencies, and other parties
- Reviewing and evaluating existing facilities or available sites
- Further revising of city-location analysis report (Deliverable 8) based on site visits

C. Performance Objective #3: Provide recommendations to USDA leadership based on site and proposal analysis using both in-person presentations and written documents.

Proposed Efforts to Meet Performance Objective: After performing a detailed analysis using qualitative and quantitative factors and narrowing down the list of finalist locations with the input of USDA leadership, the contractor shall develop a Location Study Report (**Deliverable 9**), detailing the location assessment and methodology, results, and final recommendations on the short list location.

The report will including the following:

- Alignment to evaluation criteria: How the potential site addresses the five site criteria categories (transportation logistics, workforce, community/quality of life, capital and operating costs, and IT infrastructure);

- Location site map: A map showing the location of the potential site, nearby (within 10 miles) political boundaries, demographics and characteristics of surrounding communities (within 10 miles); and

- Site description: Include ownership, total site acreage and acreage available for development; existing physical infrastructure including number of structures, their size, vintage, and current use; current activities; on-site tenants (if applicable); and estimated costs as tenant.

For each location selected, the contractor will provide a recommendation rationale, as well as the benefits and limitations for USDA to consider in selecting new location for each agency.

The contractor shall develop an Executive Summary Recommendation presentation **(Deliverable 10)** of the Location Study Report to USDA senior management and executive leadership on the approach, results of the analysis, and final recommendations.

D. Performance Objective #4: Develop and support an overall communication plan relevant to the transition.

Proposed Efforts to Meet Performance Objective:

The implementation of the performance objective is divided into three phases:

- **Phase 1 – Define Communication Content and Audience**

- **Phase 2 – Develop Communication Strategy and Plan**

- **Phase 3 – Support Communication**

Phase 1 – Define Communication Content and Audience: The contractor shall develop a Communication Plan **(Deliverable 11)** to communicate the transition to new locations for NIFA and ERS. During the first phase, the contractor shall:

- Identify and prioritize impacted stakeholders across USDA, NIFA, and ERS
- Identify and segment stakeholder groups
- Conduct stakeholder/audience analysis to assess impact
- Validate impact, define and prioritize communication needs by stakeholder groups
- Define communication principles and objectives of communications for each audience group
- Define key messages and themes

Phase 2 – Develop Communication Strategy and Plan:

The contractor shall develop the communications strategy to outline the goals and objectives of the relocation of the agencies to the new location and define overarching messages.

Using this strategy as a framework, the contractor shall assess key communications channels and their effectiveness, information needs for each type of stakeholder group, and defined feedback mechanisms to evaluate communications effectiveness. The contractor shall:

- Create communications plan, including targeted audience, methods, enabling tools, channels, timelines, owners, and evaluation approaches

In the Communication Plan the Contractor shall include a matrix that details each communication activity, communication vehicle, audience, key message, purpose of message, communication medium, potential sensitivities, mitigation strategies, information source, and date planned for execution.

The plan should inform USDA stakeholders of the benefits of the transitions, innovation and improvements, and foster and garner support of key stakeholders for the future relocation.

Phase 3 – Support Communication:

Once the communication schedule is approved, the contractor will work with the project sponsor to finalize the process for communication artifact development and dissemination. The process will allow for the capture of lessons learned, dissemination to key stakeholders, and refinement of communication materials,

Summary of Deliverables, Performance Standard and Deliverable Due Dates:

#	Deliverable	Performance Standard	Deliverable Date
1	Project Management Plan	• 100% on time • Meets goals and objectives of the project within the period of performance • Meets the performance work statement (PWS) requirements	Draft: 15 business days after award Final: No later than five business days after USDA feedback has been received. The contractor will update as needed thereafter.
2	Risk Management Plan	• 100% on time • Risks are clearly identified and mitigation plan is in place to minimize risks to the project • Meets the PWS requirements	Draft: 15 business days after award Final: No later than five business days after USDA feedback has been received. The contractor will update as needed thereafter.
3	Weekly and Monthly Status Reports	• 100% on time • Meets the PWS requirements • Information is current and accurate • Written deliverables shall be free of grammatical and typographical errors	No earlier than 7 business days after award. Frequency to be set by USDA thereafter.
4	Kick off meeting	• Meeting is conducted on time	No later than 7 business days after award.
5	Site Selection Requirements Document	• 100% on time • Meets the PWS requirements	Draft: 30 business days after award Final: No later than five business days after USDA feedback has been received.

		• Written deliverables shall be free of grammatical and typographical errors	The contractor will update as needed thereafter.
6	Location Selection Criteria Report	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	Draft: 30 business days after award Final: No later than five business days after USDA feedback has been received. The contractor will update as needed thereafter.
7	Location Short List Assessment Report	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	Draft: 45 business days after award Final: No later than five business days after USDA feedback has been received. The contractor will update as needed thereafter.
8	City-Location Analysis Report	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	Draft: 60 business days after award Final: No later than five business days after USDA feedback has been received. The contractor will update as needed thereafter.
9	Location Study Report	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	Draft: 90 business days after award Final: No later than five business days after USDA feedback has been received. The contractor will update as needed thereafter.
10	Executive Summary Recommendation presentation	• Meets goals and objectives of the project and performance work statement PWS requirements	Draft: 90 business days after award Final: No later than five business days after USDA feedback has been received.
11	Communication Plan	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	Draft: 90 business days after award Final: No later than five business days after USDA feedback has been received. The contractor will update as needed thereafter.

EY | Assurance | Tax | Transactions | Advisory

About EY
EY is a global leader in assurance, tax, transaction and advisory services. The insights and quality services we deliver help build trust and confidence in the capital markets and in economies the world over. We develop outstanding leaders who team to deliver on our promises to all of our stakeholders. In so doing, we play a critical role in building a better working world for our people, for our clients and for our communities.

EY refers to the global organization, and may refer to one or more, of the member firms of Ernst & Young Global Limited, each of which is a separate legal entity. Ernst & Young Global Limited, a UK company limited by guarantee, does not provide services to clients. For more information about our organization, please visit ey.com.

Ernst & Young LLP is a client-serving member firm of Ernst & Young Global Limited operating in the US.

BSC No. 1010-2903724
ED None

Confidential

United States Department of Agriculture (USDA)

Site Solicitation Consulting Services

Document 4: Quality Assurance and Surveillance Plan (QASP)

Solicitation No. 12314219Q0006 dated September 20, 2018; Amendment 1 dated September 20, 2018

October 4, 2018 at 4:00 PM ET

Prepared by:
Ernst & Young LLP
1775 Tysons Boulevard
Tysons, VA 22102
Phone: +1 703 747 1000
DUNS #: 095347159
TIN #: 34-6565596
Cage Code: 07EQ4
Business Size: Large Business
FSS Contract #: GS-00F-290CA

Authorized Signatory:
Name: [redacted]
Title: Principal
Phone: +1 [redacted]
Email: [redacted]@ey.com
www.ey.com

1.0 Quality Assurance Surveillance Plan (QASP)

At EY quality is a foundational element of our culture and embedded into our organization's policies, procedures and performance metrics. For USDA we will employ a quality management approach that includes the measurement of quality service from both an external perspective (how USDA views EY's performance) and an internal perspective (how EY views its own performance). Our aim is to conduct regular quality control activities to prevent quality issues from arising. We employ (1) regular communications to set and manage to expectations; (2) use of standardized templates and methodology procedures to create work products and deliverables; (3) ongoing self- inspection and peer reviews of work products and deliverables; and (4) regular check-ins with the USDA team on work in progress. This extends into our implementation of a formal and purposeful Quality Assurance Surveillance Plan (QASP) outlined below:

Deliverable Requiring Surveillance	Performance Standard	Surveillance Method	Outcome
Project Management Plan	• 100% on time • Meets goals and objectives of the project within the period of performance • Meets the performance work statement (PWS) requirements	100% inspection	• No unacceptable errors or information. • Contractor demonstrates the understanding of each task as it relates to desired project outcomes. • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered. • The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable.
Risk Management Plan	• 100% on time • Risks are clearly identified and mitigation plan is in place to minimize risks to the project • Meets the PWS requirements	100% Inspection	• No unacceptable errors or information. • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered. • The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable.
Weekly and Monthly Status Reports	• 100% on time • Meets the PWS requirements • Information is current and accurate • Written deliverables shall be free of grammatical and typographical errors	100% inspection	• No unacceptable errors or information. • The Government can be assured the number of hours invoiced for payment will not exceed the number of hours worked performing the PWS • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered.
Kick off meeting	• Meeting is conducted on time	100% inspection	• Contractor demonstrates the understanding of each task as it relates to desired project outcomes.
Site Selection Requirements Document	• 100% on time • Meets the PWS requirements	100% Inspection	• Reports accepted for final use • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered.

	• Written deliverables shall be free of grammatical and typographical errors		• The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable.
Location Selection Criteria Report	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	100% inspection	• No unacceptable errors or information. • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered. • The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable
Location Short List Assessment Report	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	100% inspection	• No unacceptable errors or information. • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered. • The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable.
City-Location Analysis Report	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	100% Inspection	• No unacceptable errors or information. • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered. • The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable.
Location Study Report	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	100% inspection	• No unacceptable errors or information. • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered. • The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable
Executive Summary Recommendation presentation	• Meets goals and objectives of the project and PWS requirements	100% inspection	• No unacceptable errors or information. • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered. • The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable
Communications Plan	• 100% on time • Meets the PWS requirements • Written deliverables shall be free of grammatical and typographical errors	100% inspection	• No unacceptable errors or information. • The Government will not pay for services that do not conform or do not meet performance standards, or have not been properly rendered. • The contractor will be given an opportunity to correct non-conforming services at no cost to the Government if the services are non-conforming or the contract requirement is unacceptable.

EY | Assurance | Tax | Transactions | Advisory

About EY
EY is a global leader in assurance, tax, transaction and advisory services. The insights and quality services we deliver help build trust and confidence in the capital markets and in economies the world over. We develop outstanding leaders who team to deliver on our promises to all of our stakeholders. In so doing, we play a critical role in building a better working world for our people, for our clients and for our communities.

EY refers to the global organization, and may refer to one or more, of the member firms of Ernst & Young Global Limited, each of which is a separate legal entity. Ernst & Young Global Limited, a UK company limited by guarantee, does not provide services to clients. For more information about our organization, please visit ey.com.

Ernst & Young LLP is a client-serving member firm of Ernst & Young Global Limited operating in the US.

BSC No. 1810-2903724
ED None

Confidential

United States Department of Agriculture (USDA)

Site Solicitation Consulting Services

Document 5: Pricing

Solicitation No. 12314219Q0006 dated September 20, 2018;Amendment 1 dated September 20, 2018 October 4, 2018 at 4:00 PM ET (revised October 15, 2018 based on request and information discussed during EY's oral presentation on 12 October 2018).

Prepared by:
Ernst & Young LLP
1775 Tysons Boulevard
Tysons, VA 22102
Phone: +1 703 747 1000
DUNS #: 095347159
TIN #: 34-6565596
Cage Code: 07EQ4
Business Size: Large Business
FSS Contract #: GS-00F-290CA

Authorized Signatory:
Name: [redacted]
Title: Principal
Phone: [redacted]
Email: [redacted]@ey.com
www.ey.com

Building a better working world

1.0 Introduction

1.1 Overview

As always, EY strives to provide our clients with a compelling technical approach and an affordable price. We believe we are providing the United States Department of Agriculture (USDA) with both. Our core team of professionals strives to provide the right mix of on-the-ground skills with subject matter resources.

2.0 Pricing Summary

2.1 Total Time and Materials Price – revisions to proposed level of effort based on information discussed during oral presentation on 12 October 2018.

Upon reflection and based on discussions during our oral presentation on October 12, 2018, we have revised our proposal. The revisions account for a greater emphasis on internal and external communications. We have also adjusted our proposed level of effort to include an incentive analysis as follows:

- As part of the long list of locations, we will include a high-level ranking on the availability of potential incentives within the jurisdictions of the location;
- For the short listed locations, we will conduct an incentives feasibility analysis which will provide a more detailed analysis of the type of incentives, benefits range and applicability.

To demonstrate our commitment to our relationship with USDA, we are providing USDA a seven percent (7%) discount to the price proposed in our response dated October 4, 2018.

Our **updated proposed total price** is **$339,310.60** as depicted in the table below. EY proposes to perform these services on a Time and Materials (T&M) basis for a period of performance of four (4) months. We understand this period of performance is based on schedule availability and accessibility to locations. We will work closely with you to mitigate and minimize risks and impacts to the schedule or timeline. Required travel will be reimbursed on a cost-reimbursable basis. Travel is estimated for three (3) people, three (3) trips at $1,500 per person. Travel costs and expenses are in accordance with Government Travel Regulations (GTR). We believe our price proposal meets USDA's overall intent and performance objectives, and offers USDA the best value.

2.2 Supporting documentation

Proposed Project Role	Proposed Hourly Rate	Proposed Level of Effort	Extended Price
Engagement Partner	(b)(4) [redacted]	(b)(4) [redacted]	$ 19,350.50
Site Selection Technical Lead	(b)(4) [redacted]	(b)(4) [redacted]	$ 43,843.40
Project Manager	(b)(4) [redacted]	(b)(4) [redacted]	$ 101,919.40
Senior Analyst	(b)(4) [redacted]	(b)(4) [redacted]	$ 111,193.60

Analyst	[redacted]	[redacted]	$ 49,503.70
Total Labor Costs		[redacted]	**$ 325,810.60**
Other Direct Cost (ODC): Est. travel			**$ 13,500.00**
Total Price (Labor + ODC)			**$ 339,310.60**

3.0 Representations and Certifications

Ernst & Young LLP is currently registered in www.SAM.gov and has completed the annual representations and certifications electronically. EY certifies that the representations and certifications currently posted electronically have been updated within the last 12 months, and are current, accurate and complete. The DUNS for Ernst & Young LLP is 095347159.

52.212-3 Offeror Representations and Certifications—Commercial Items
(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs N/A.

4.0 Administrative Items

- EY confirms agreement with all terms, conditions, and provisions included in the solicitation. Nothing in this proposal is intended to be an exception to any material requirement of the RFP. Should a conflict exist or arise between the provisions of this proposal and other contractual provisions, the terms proposed by the Government will take precedence.
- EY is a public accounting firm and subject to certain regulations and requirements issued by the American Institute of Certified Public Accountants ("AICPA") and Public Company Accounting Oversight Board ("PCAOB"). EY will perform the services in accordance with such regulations and requirements.
- This proposal is valid for 120 days from the date of submission.

EY | Assurance | Tax | Transactions | Advisory

BSC No. 1809-2858653
ED None