### **General Services Administration**

Federal Acquisition Service
Technology Transformation Services
Centers of Excellence
1800 F Street NW | Washington, DC | 20405

{{CoE-Acquisition}}

# **Request for Quote**

## **Details**

From: {{CO-Name}}, Contracting Officer (CO), General Services

Administration (GSA), {{Acq-shop}}

Issued for: GSA, FAS, Technology Transformation Services (TTS), Centers of

Excellence (CoE)

**Subject:** Request for Quotation (RFQ)

Date: MONTH DD, 20YY

**Set-aside:** {{Set-aside}}

Contract vehicles: GSA Schedule 70 Special Item Numbers (SIN) {{SIN}}: {{SIN-title}}

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# Deadlines and response formats

Item	Date responses due	Format
RFQ Questions and Answers	MONTH DD, 20YY at noon, eastern	Google Form (see section A.B for details)
Technical challenge question	MONTH DD, 20YY at noon, eastern	Google Form (see section A.B for details)
Technical and Management Approach	MONTH DD, 20YY at noon, eastern	Google Form (see section A.B for details)
Pricing Sheet	MONTH DD, 20YY at noon, eastern	Google Form (see section A.B for details)

# 1.0 {{TYPE}}

### 1.1 Background

Acq plan, (a)(1)

## 1.2 Purpose

MR, the need (first 2 of 3 paragraphs)

## 1.3 Scope

MR, the need (third paragraph)

### 1.3.1 Performance objectives

Acq plan, (a)(2)

#### 1.3.2 Deliverables

Acq plan, (b)(11)

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## 1.4 Operating constraints

Acq plan, (a)(2)

### 1.5 Period and place of performance

The initial (base) period of performance (POP) for this order is twelve (12) months. There will also be two (2) option periods of twelve (12) months each, for a total period of performance for thirty-six (36) months. The POP is expected to begin on the day of the kickoff, which is anticipated to be no later than fourteen (14) days after award.

The place of performance is primarily at GSA's headquarters, located at 1800 F St NW, Washington, DC 20006. However, work may be required to be performed at {{AP-Abbrev}}'s headquarters, located at {{AP-address}}, or at the contractor's offices. Additionally, work may be required to be performed at other locations, with travel and expenses to be paid in accordance with section A.B of this solicitation.

# 2.0 Special Instructions

### 2.1 Questions

All questions concerning this RFQ must be submitted electronically through this RFQ Questions & Answers Google Form by the deadline provided on the cover page.

Questions should be written in a way that enables clear understanding of the contractors' issues or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will note receive a response. Further, contractors are reminded that the Government will not address hypothetical questions aimed at receiving a potential "evaluation" decision.

Answers will be provided via an amendment to the RFQ. Similar questions may be answered by referring to a previous answer for efficiency.

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### 2.2 Quotation requirements

A complete quote must include complete responses, by the dates and times listed on the cover sheet, to the Technical Challenge Question form, the Technical Volume form and the Pricing Volume form.

#### 2.3 Conflicts of Interest

2.3.1 Potential Organizational Conflicts of Interest (OCI) statement

No award will be made until any potential conflict of interest has been neutralized or
mitigated to the satisfaction of the CO in accordance with FAR Subpart 9.5 
Organizational and Consultant Conflicts of Interest. Acknowledgement of this
statement is to be made within the Technical Volume submission.

#### 2.3.2 Conflicts of interest between Phase One and Phase Two at HUD

If a contractor performed work in a specific functional area during discovery and assessment (Phase One) at HUD, they will not be able to receive an award in that same functional area during implementation (Phase Two). However, if a contractor performed work in a specific functional area during discovery and implementation (Phase One) at HUD, they may be able to submit a quote against a different functional area during implementation (Phase Two) at that same agency as long as they submit a mitigation plan and that mitigation plan is accepted by the CO.

#### 2.4 Communications before award

The contractor must direct all communications to the CO.

## 3.0 Basis of Award

This procurement is being conducted in accordance with FAR Subpart 8.4 - Federal Supply Schedules. This is not a FAR Part 15 - Contracting by Negotiation, procurement. All submissions in response to this RFQ are considered quotations and proposals or offers, even if labeled as such. The contractors will be required to agree to and be bound by all instructions, procedures, and rules of this RFQ. The Government is not obligated to determine a competitive range, conduct discussions,

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solicit final revised quotations, or use other techniques associated with FAR Part 15. The contracting techniques associated with FAR Subpart 15.3 do not apply.

#### 3.1 Best value trade-off

The Government will evaluate quotes that are technically acceptable on a competitive best value basis using a trade-off between technical and price factors. Technically acceptable submissions will be evaluated based on five (5) evaluation factors. These factors are:

- 1. Technical Approach
- 2. Performance Work Statement (PWS)
- 3. Management Approach
- 4. Similar Experience
- 5. Price

The four (4) technical, non-price evaluation factors, when combined, are significantly more important than price. The Government may make an award to an Offeror that demonstrates an advantage with respect to technical, non-price factors, even if such an award would result in a higher total price to the Government. The importance of price in the evaluation will increase with the degree of equality between Offerors with respect to the non-price factors, or when the Offeror's price is so significantly high as to diminish the value to the Government of the Offeror's advantage in the non-price factors.

### 3.2 Evaluation approach

The Government intends to utilize a phased approach for this procurement. To be considered for award, contractors must successfully pass through each phase. The technical evaluation will be made up of the following phases:

- 1. First Phase: Technical Challenge
- 2. **Second Phase:** Technical Volume, consisting of the Technical Approach, PWS, Management Approach, and Similar Experience
- 3. Third Phase: Oral Interview

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While pricing will be evaluated separately from the technical volume, it will be evaluated concurrently with the same.

#### 3.3 Evaluation scale

#### 3.3.1 First Phase

A contractor's ability to approach work similar to that envisioned by this solicitation will be evaluated on an **Acceptable/Unacceptable** basis. To be considered "Acceptable", the Contractor must respond to the following:

#### CHALLENGE QUESTION WILL BE PLACED HERE.

Responses should address a contractor's approach and methodology to user research as it relates to establishing the OCX.

Contractor quotes failing to achieve an "Acceptable" rating will not be further evaluated.

#### 3.3.2 Second Phase

A contractor's Technical Approach and PWS will both be evaluated using the following ratings:

- Exceptional: Quotations receiving an "Exceptional" rating will explain how specific methods or techniques will be used by the contractor to successfully achieve each performance objective associated with this solicitation. Further, "Exceptional" quotations will specify methods or techniques that will allow the contractor to exceed all performance objectives in a specific way that benefits the Government. Finally, "Exceptional" quotations will explain how the methods or techniques to be used by the contractor are free from issues requiring Government intervention to address.
- Good: Quotations receiving a "Good" rating will explain how specific methods or techniques will be used by the contractor to successfully achieve each performance objective associated with the solicitation. Further, "Good"

quotations will specify methods or techniques that will allow the contractor to at least meet all performance objectives. Finally, "Good" quotations will explain how the methods or techniques to be used by the contractor either free from issues identified during evaluation, or are associated with issues determined during evaluation to be correctable. A quotation identifying methods or techniques that exceed all performance objectives will receive no better rating than a "Good" rating if that quotation contains correctable issues.

Poor: Quotations receiving a "Poor" rating fail to meet the basic requirements of
this solicitation. A quotation that fails to explain how specific methods or
techniques will be used by the contractor to successfully achieve any
performance objective associated with the solicitation will receive a "Poor"
rating. A quotation that specifies methods or techniques that fail to meet all
performance objectives, or a quotation that contains uncorrectable issues will
receive a "Poor" rating.

A contractor's Management Approach and Similar Experience will be evaluated using the following ratings:

- Very Likely: Management approach and similar experience indicate that the
  contractor is very likely to perform the technical approach as proposed.
  Contractor's approach mitigates all identified risks; demonstrates exceptional
  control over the proposed personnel or team; and, displays substantial
  experience in the performance of similar requirements.
- Likely: Management approach and similar experience indicate that the
  contractor is likely to perform the technical approach as proposed. Contractor's
  approach mitigates most identified risks; demonstrates satisfactory control over
  the proposed personnel or team; and, displays some experience in the
  performance of similar requirements.
- Unlikely: Management approach and similar experience indicate that the
  contractor is unlikely to perform the technical approach as proposed.
   Contractor's approach does one of more of the following: mitigates few to none
  of the identified risks; demonstrates unsatisfactory control over the proposed
  personnel or team; or, displays little to no experience in the performance of
  similar requirements.

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Contractor quotes failing to achieve at least "Good" and "Likely" ratings in all rated factors will not be further evaluated.

#### 3.3.3 Third Phase

The portions of the oral interviews that are technical in nature, they will be evaluated according to the same scale as the Technical Approach and PWS submissions, outlined in 3.3.2, above. The portions of the oral interviews that are related to the management approach or similar experience, they will be evaluated according to the same scale as the Management Approach and Similar Experience submissions, outlined in 3.3.2, above.

# 4.0 Submission instructions and processes

### 4.1 Submission instructions

To satisfy each required factor, the contractor must submit the following:

- 1. **Technical Challenge Question Google Form** The response must include answers to all the required questions.
- 2. **Technical Volume Google Form** The response must include answers to all the required questions in the Technical Approach, PWS, Management Approach (which will include Contractor Teaming Arrangement (CTA) / Subcontractor questions), and the Similar Experience sections.
- 3. **Pricing Volume Google Form** The response must include an attached Pricing Sheet using the Excel template provided.

**Please note:** For any questions that indicate a character limitation, Google Forms considers punctuation (e.g., commas, semi-colons, quotation marks, etc.) and spaces as characters.

The contractor must also accept and understand the following:

- If any contractor has made any assumption as part of their quotation, they must identify and explain such assumptions in their Technical Volume submission. If technical assumptions are not noted, it will be expected that the contractors quotation reflects no technical assumptions for award and agrees to comply with all of the terms and conditions set forth in the solicitation. It is not the responsibility of the Government to seek out and identify any assumptions, conditions, or exceptions for each contractor's quotation.
- Contractors taking exception to any terms and conditions of the RFQ will not be considered for award.
- Incomplete quotes will be considered unacceptable and will not be further evaluated.
- Quotations must be submitted pursuant to the deadlines provided on the cover sheet, above.

## 4.2 Technical Challenge Question submission process

Contractors are required to submit a response to the Technical Challenge Question via a Google Form. This sentence will be a link to the Google Form and published via an amendment that will be posted no earlier than two business days before the close of the response period.

The Technical Challenge Question response will be submitted as part of the overall quote and will be limited to 1500 characters (about 1/2 a page).

## 4.3 Technical volume submission process

Contractors are required to submit a response to this **Technical Volume Google Form**.

The Technical Volume response will be submitted as part of the overall quote. Various questions have various character limitations, outlined in the description of the relevant questions.

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#### 4.3.1 Technical Approach

The contractor must demonstrate their understanding of the Government's requirements by addressing individually and fully their technical understanding of the needs outlined in this solicitation and the technical methodology they will use to address those needs. The contractor's responses should describe the approach, methods, and techniques proposed to effectively achieve the performance objectives stated in this solicitation. Additionally, the contractor must outline any constraints they would face in achieving those objectives, and the operational requirements they would need to be successful.

#### 4.3.2 PWS

The contractor should describe their understanding of the performance objectives for the requirements (described in full in the statement of objectives section). The contractor's proposed PWS must contain all tasks and subtasks in response to the SOO.

The contractor must discuss the following elements:

- Approach and methodology utilized to ensure that the Government's requirements are satisfied.
- Rationale for each task listed in the PWS and how the objectives will be achieved.
- Identify the personnel that will be designated as Key Personnel.

#### 4.3.3 Management Approach

The contractor must provide a narrative detailing their staffing approach, including how they will approach hiring to fill gaps to fulfill this requirement, and what skill sets, roles, and responsibilities of the individuals involved on their team. If subcontracting or teaming, the contractor must discuss their approach to working with their partner(s) in providing a solution to the objectives outlined within the solicitation, how they will support Agency Partner requirements as a cohesive unit, and the nature of how they will work together as an integrated entity in general. Documentation of CTAs is required and will be confirmed. The contractor should identify all associated risks, and provide their strategy to mitigate each risk.

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#### 4.3.4 Similar Experience

This criteria considers the extent of the contractor's experience as a firm in providing like or similar services. The contractor must explain in a detailed narrative how the characteristics of the selected experience are related to this solicitation. The contractor must detail it's similar experience in a maximum of three (3) contracts, either public or private experience, that reflects and identifies experience on projects currently being performed or which has been completed within the last three (3) years. The contractor must describe the client, project title, scope of work, the period during which the work occurred, the dollar value of the work performed, the specific responsibilities of the contractor, major deliverables produced, performance measures/service levels applied, any awards that were received for superior performance, quality assurance, risk management methodologies used, lines of communication used, and any problems or issues that occurred, and the corrective action taken. The contractor must provide point of contact data sufficient for the Government to verify the information.

## 4.4 Pricing volume submission process

The contractor is required to submit a response to this **Pricing Volume Google Form**.

The Pricing Volume response will be submitted as part of the overall quote. The main requirement is to use this **Pricing Sheet template**, without editing the structure, and submitting it in response to the appropriate question.

Prices submitted should reflect the following:

- Contractors are encouraged to provide discounts on their contract rates without compromising quality.
- Prices submitted should map to a contractor's GSA Price List.
- GSA Price Lists for the last three (3) years should be provided for verification that pricing does not exceed schedule pricing.
  - If submitting a quote as a CTA, each member must submit their GSA
     Price Lists for the last three (3) years as well.

Evaluation of options under FAR <u>52.217-8</u> will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

### 4.5 Oral interview process

The oral interview associated with this RFQ does not and will not constitute discussions or negotiations as defined in FAR Part 15. The Government will not determine a competitive range, conduct discussions, nor solicit or allow revised quotes. The entire oral interview will be conducted remotely via video conference. Contractors must not bring or present slides, graphs, charts, or any other written or visual presentation materials nor will the Government accept or receive such materials.

Agenda Item	Time Allotted
Team Introductions	5 minutes
Interview	30 minutes
Government Question and Answers	10 minutes

#### 4.5.1 Interview

The interview will consist of the contractor answering the Government's core questions related to the contractor's Technical Volume submission. While the technical factors are identified in the RFQ, the core questions are not. The questions are related to the contractor's technical understanding and methodology, proposed PWS, management approach, and similar experience. This part of the interview will not exceed 45 minutes.

#### 4.5.2 Government Question and Answer

During this time, the Government may ask questions on any information that had been presented by the contractor that the Government feels is unclear or needs elaboration. The Government questions may differ among the contractors based on what needs elaboration.

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#### 4.5.3 General Information

#### 4.5.3.1 Location

The interview sessions will be conducted by video chat, though audio may be substituted as needed. The Government will coordinate and set up the virtual meeting space accordingly (by providing dial-in or links).

#### 4.5.3.2 Date and Time

The Government will schedule the date and time of the interview with each contractor after the RFQ closing date and receipt for technical understanding and methodology and PWS of "Good" or "Exceptional" and "Likely" or "Very Likely" for management approach and similar experience submissions. The Government reserves the right to reschedule any contractor's interview date at the discretion of the CO.

#### 4.5.3.3 Participants

Contractors may include as many participants as it feels is necessary. Contractors are advised to have technical personnel present since the Government will ask technical questions during the interview. Type and number of participants included is at the contractor's discretion and is the full responsibility of the contractor. All proposed personnel currently employed by the quoter or its teaming partners must attend the session. The Government is most interested in hearing from staff that will have a direct role in performing on the task. After the oral interview, contractor must provide an email to confirm attendance with names of participants to the meeting organizers to the CO.

## 5.0 Administration

## **5.1 Points of Contact (POC)**

The Government team consists of the CO, the Contracting Officer's Representative (COR), the Alternate Contracting Officer's Representative (ACOR), a CoE Lead, and (if applicable) a Technical POC (TPOC).

The CO for this buy is {{CO-name}}. Questions, comments, issues, or responses must be submitted through the methods outlined in this solicitation. Any other forms of communication will not be considered. After award, the CO will delegate most of the day-to-day tasks to the COR, ACOR, CoE Lead, and (if applicable) TPOC.

A delegation letter for both the COR and ACOR will be provided to the awardee, outlining the contractual roles and responsibilities of the COR and ACOR. The roles and responsibilities of the CoE Lead and TPOC will be provided no later than the kickoff meeting that will follow award. The names and email addresses of the entire team will also be provided no later than the kickoff meeting as well.

### 5.2 Key Personnel

#### 5.2.1 Roles

The Contractor must designate both a Project Manager (PM) and a Technical Lead/Subject Matter Expert as Key Personnel for this project. The PM will be a direct liaison to the Government product team, and will be responsible for the supervision and management of all of the Contractor's personnel. The Technical Lead/Subject Matter Expert must have a full understanding of the technical approach to be used by the Contractor's team and will be responsible for ensuring that the Contractor's team follows that approach.

#### 5.2.2 Substitutions

Key Personnel substitutions must be approved by the Government in writing, and will only be justified by the Government request, sudden illness, death, change of employment, or termination of employment for cause. Contractor requests for a substitution of Key Personnel must include a detailed explanation of the justifying circumstances, and a complete résumé for the proposed substitute or addition, including skills, experience, education, training, and security level. The Government's failure to approve a proposed substitution will not constitute grounds for non-performance by the Contractor, or form a valid basis for any claim for money or any equitable adjustment.

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## 5.3 Quality management

The method of quality verification that will take place for each deliverable is outlined in the deliverables table in section 1.3.2, above.

#### 5.4 Travel and Per Diem

Travel is anticipated as part of performance. If authorized as part of performance and as approved by the CO, COR, or ACOR, travel expenses may be reimbursed in an amount no higher than that allowed by <u>Federal Travel Regulations</u> (FTR) in effect at the time of travel. Normal commuting expenses, including but not limited to commuting expenses between GSA's headquarters and HUD's headquarters or the contractor's office, are not allowed per the FTR.

If approved in writing by both the CO and COR or ACOR before incurring such travel expenses, to be reimbursable, expenses must be:

- Allowable under the FTR;
- Approved by the CO and COR/ACOR prior to travel expenditure; and,
- Allocable and necessary to the services under this order.

Contractor must submit and receive "request for travel" approval from the CO and COR or ACOR at least two (2) weeks prior to the anticipated time of the travel, and must identify:

- Name of the traveler;
- Destination(s) including itinerary;
- Purpose of the travel; and,
- Cost breakdown.

Invoices for travel expenses must include original or legible copies of receipts as prescribed in the FTR including, but not limited to, the following:

- Actual airfare or other public conveyance expenses;
- Transportation including car rental expenses for each rental day; and,

Lodging expenses.

Any burden added to the travel cost will be allowed only as defined in the contractor's standard accounting practice or disclosure statement.

### 5.5 Badge and Key Control

The contractor must ensure that all keys and/or badges issued to contractor support personnel are accounted for and controlled. At a minimum, the contractor must be responsible for the following:

- 1. Ensuring keys and badges are only used by the contractor's employees.
- 2. Prohibiting the opening of locked areas by the contractor's employees to permit entrance of persons other than the contractor or appropriate Government employees engaged in the performance of assigned work in those areas.
- 3. Ensuring keys and badges issued to the contractor by the Government are not duplicated.
- 4. Ensuring keys and badges issued by the Government are not lost or misplaced.
- 5. Reporting the loss of any key or badge in writing to the COR and ACOR within six (6) hours of occurrence or at the beginning of the next scheduled workday, whichever occurs first.
- 6. In the event of a conflict between these requirements and those of a specific agency, the specific agency requirements must prevail.

### 5.6 Hours of Operation

Expected program support must be required at a minimum between the hours of 9 am to 5 pm Monday through Friday, but may vary depending on circumstances. Personnel must be on duty at these times at the identified place(s) of performance necessary to provide the support services described. However, exceptions to these guidelines may be required as approved by the CO, COR, ACOR, CoE Lead, TPOC, or other individual identified by the CO, COR, or ACOR.

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## **5.7 Transparency Policy**

Contractors are advised that the Government reserves the right to publish documents associated with this acquisition on a publicly-available website, including any RFQs or their amendments, as well as question and answer exchanges with contractors without source-identifying information removed. The Government reserves the right to publish any other relevant information that is not confidential or proprietary in nature, but will not publish any source-selection sensitive information that would otherwise implicate procurement integrity concerns.

Upon award, the Government may publish the total price of the selected quotation and certain non-source-identifying data (e.g. the number of bids, the mean price, the median, and the standard deviation of price). During the performance of this order, the Government may similarly publish data related to project management (e.g. user stories, milestones, and performance metrics) and top-line spending data.

### 5.8 Data Rights and Ownership of Deliverables

It is the CoE's intent that any data or deliverable created as a result of the work performed under this order, be committed to the public domain, if reasonable.

It is the intention of the CoE to consider committing the following items, among other items created during the period of performance, to the public domain: all data, documents, graphics, and code created under this call order including but not limited to, plans, reports, schedules, schemas, metadata, architecture designs, and the like; new open source software created by the contractor and forks or branches of current open source software where the contractor has made a modification; new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate software.

The contractor must use open source technologies wherever possible. All licenses must be expressly listed in the deliverable. Regardless of license(s) used (e.g., MIT, GPL, Creative Commons 0), the license(s) must be clearly listed in the documentation.

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If an open source license provides implementation guidance, the contractor must ensure compliance with that guidance. If implementation guidance is not available, the contractor must attach or include the license within the work itself. Examples of this include code comments at the beginning of a file or contained in a license file within a software repository.

If the contractor needs to use work that does not have an open source license, the contractor is required to request permission from CoE, in writing, before utilizing that work in any way in connection with the order. If approved, all licenses must be clearly set forth in a conspicuous place when work is delivered to CoE and must be owned, without any restrictions, by the Government.

# 5.9 Non-disclosure of Sensitive and Proprietary Information

The contractor must protect from unauthorized disclosure any materials or information made available by the Government, or that the contractor has access to by virtue of the provisions of this order, that are not intended for public disclosure. This includes disclosure to individuals within the contractor's company who are not specifically assigned to work on this order. To affirm and acknowledge this responsibility, the contractor must sign a "Non-Disclosure Agreement" to cover the entity itself.

All contractor employees assigned to perform under this order must sign a "Non-Disclosure Agreement and Conflict of Interest Statement", affirming and acknowledging that the information, technical data or proprietary software to be made available in the performance of this order are restricted for Government use only. The Non-Disclosure Agreement and Conflict of Interest Statement is a permanent agreement and must survive the employee's employment by the contractor. The Non-Disclosure Agreement and Conflict of Interest Statement must be signed by contractor employees prior to any work commencing on this order.

In the event that this order requires the contractor to gain access to the proprietary or sensitive information of Government agencies or organizations, the contractor must be required to execute written agreements with those entities, to protect the information

from unauthorized disclosure and refrain from using it for any purpose other than for which it was furnished. A copy of all executed agreements must be delivered to the CO.

At the conclusion of the order, contractor representatives will conduct a thorough audit of the contractor's facilities/files to ensure that no unauthorized information, technical data, or proprietary software exists in its possession.

### 5.10 Electronic invoicing process

GSA employs Electronic Commerce in Contracting to the maximum extent practicable. Contractors must use the GSA Assisted Acquisition Service Business System (ASSIST), also known as IT Solutions Shop (ITSS), at <a href="https://portal.fas.gsa.gov">https://portal.fas.gsa.gov</a> to submit invoices. All invoice information, to include attached documents, must be submitted to ASSIST via the Central Invoice Service (CIS).

For each invoice, the contractor must complete the required fields provided in ASSIST CIS and must attach a copy of the invoice. Assistance in using the GSA ASSIST CIS application and answers to related questions may be obtained via email at <a href="mailto:aasbs.helpdesk@gsa.gov">aasbs.helpdesk@gsa.gov</a> or by calling (877) 472-4877.

The Invoice Form will include all active Contract Line Item Number(s) (CLIN) on the contract. The contractor must enter the invoice amount in dollars and cents for each CLIN.

Additional instructions may be provided by the CO, COR, or ACOR, immediately following the award of the contract or during contract administration to further enhance the use of Electronic Commerce in Contracting or to ensure compliance with GSA requirements or policies.

## 6.0 Clauses

FAR 52.252-1 -- SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

(https://www.acquisition.gov/browsefar)

(End of provision)

#### 52.217-5 Evaluation of Options (July 1990)

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. Applicable clauses in the quoter's Schedule contract flow-down into this order.

#### 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): (<a href="https://www.acquisition.gov/browsefar">https://www.acquisition.gov/browsefar</a>) (End of clause)

FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

GSAR 552.212-4 - Contract Terms and Conditions—Commercial Items (Feb 2018)(DEVIATION FAR 52.212-4)

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GSAR 552.232-39 Unenforceability of Unauthorized Obligations. (FAR Deviation Feb 2018)

GSAR clause 552.238-82, Special Ordering Procedures for the Acquisition of Order-Level Materials

#### FAR 52.232-18 Availability of Funds (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

#### FAR 52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 calendar days before the contract expires. **(End of clause)** 

#### FAR 52.217-9 - Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 5 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

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# 7.0 Appendix

#### 7.1 Artifact name

Please see the file with the same file name as the heading above in our acquisition repository.

